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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SCOTT FREEMAN, M.D., individually
and as trustee for the SCOTT
MITCHELL FREEMAN REVOCABLE
LIVING TRUST, dated March 10, 2012,
for itself and as assignee of
FERDINAND BELGA;

Plaintiff,

vs.

STEPHEN HURST; NICO FORTE;
CERUVIA LIFESCIENCES f/k/a CH TAC,
LLC f/k/a SAVANT TAC, LLC; CAREY
TURNBULL; RUSSELL BURBANK; and
BPM LLP; SAVANT HWP, INC.;
SAVANT HWP HOLDINGS, LLC; and
SAVANT ADDICTION MEDICINE, LLC,

Defendants,

and

SAVANT ADDICTION MEDICINE, LLC;
SAVANT HWP HOLDINGS, LLC; and
SAVANT HWP, INC.

Nominal Defendants.

Case No. 2:22-cv-01433-RFB-VCF

**[PROPOSED] THIRD
AMENDED COMPLAINT**

(Jury Trial Demanded)

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1 Scott Freeman, M.D., individually and as trustee for the Scott Mitchell
2 Freeman Revocable Living Trust, dated March 10, 2012, for itself and as as-
3 signee of Ferdinand Belga (“plaintiff” or “Freeman”) alleges as his complaint:

4 **INTRODUCTION**

5 1. This case involves the fraudulent schemes of defendants Stephen
6 Hurst (“Hurst”) and Carey Turnbull (“Turnbull”), in service of their conspiracy
7 and criminal enterprise with the drug-development companies that Hurst con-
8 trols, as well as with Turnbull and the drug-development company that he con-
9 trols, Ceruvia Lifesciences (“Ceruvia”). With Turnbull’s assistance and plain-
10 tiff’s money and equity, Hurst has wielded that control to enrich himself at the
11 expense of plaintiff and the nominal defendants. While the details of these
12 schemes are complex, Hurst followed a pattern: he took advantage of unsuspect-
13 ing business partners’ trust to gain control over companies, compartmentalized
14 key information so only he or his trusted circle had access to it, and engaged in
15 self-dealing, and subsequently used others to paper over Hurst’s involvement or
16 otherwise block inquiry into the misconduct.

17 2. In 2009, three individuals—Hurst, a patent lawyer and business-
18 man; Freeman, a medical doctor and researcher; and William Boulanger, a
19 chemist—met in San Francisco to form a partnership for researching and devel-
20 oping drugs.

21 3. The three founders decided to focus on the development of pharma-
22 ceutical drugs with psychoactive components to treat mental health conditions,
23 including anxiety, addiction, and attention deficit and hyperactivity disorder.
24 The resulting company became known as “Savant.”

25 4. Hurst and Freeman took the lead on building Savant. It was agreed
26 that Hurst would be CEO and handle the corporate affairs, as he was a patent
27 attorney by trade, and Freeman would be Chief Medical Officer with
28

1 responsibility for the clinical development of drugs. Hurst and Freeman agreed
2 to equally split compensation, salary, stock, and stock options.

3 5. Nevertheless, Hurst grew disenchanted with the arrangement and
4 began to devise a strategy for him and Turnbull, an investor in Savant, to si-
5 phon off intellectual property from Savant to benefit themselves at the expense
6 of Freeman and the other investors.

7 6. Initially, Hurst kept the Savant investors in the dark. He named
8 himself Chairman and CEO of Savant and used his position to ensure that only
9 curated information was shared with Freeman and other investors. Later,
10 through a series of corporate transactions that usurped the voting rights of
11 Freeman and the other members, Hurst assumed effective authority over both
12 Savant and a publicly traded spinoff company, Mind Medicine, Inc.
13 (“MindMed”).

14 7. With Savant’s members rendered powerless by Hurst’s corporate
15 machinations, he was able to set up a secret company, Savant TAC, with Sa-
16 vant member Turnbull, which later became known as Ceruvia, to hide its exist-
17 ence from the Savant members. Hurst and Turnbull then stole trade secrets, in-
18 tellectual property, and other assets, first from Savant and later MindMed, a
19 Savant spinoff, to Ceruvia through a series of coordinated transactions between
20 Hurst and Turnbull, for their benefit. Subsequently, through a cadre of accom-
21 plices, including counsel, board members, and a trustee, Hurst covered up his
22 misconduct through a coordinated effort to hide the books and records and in-
23 timidate anyone who asked questions through threats of legal action. The me-
24 chanics of the Hurst-Turnbull criminal collaboration that plaintiff has thus far
25 unearthed are set forth below.

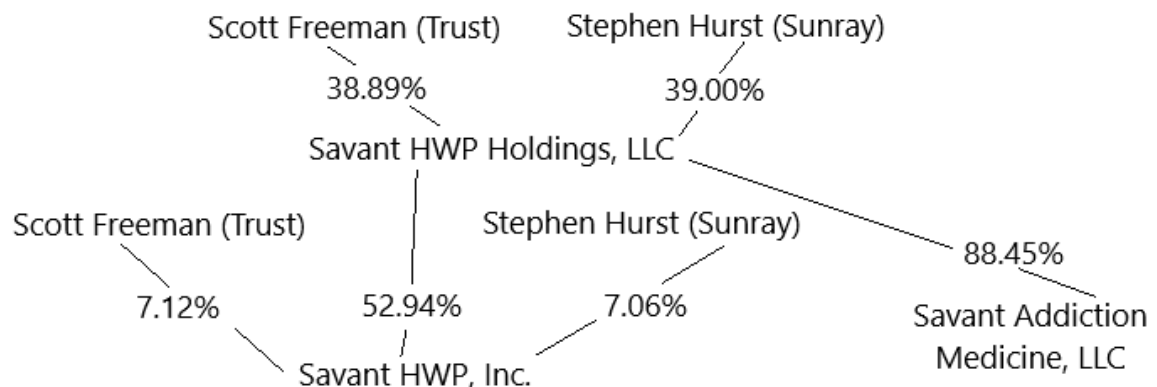
PARTIES

8. Scott Freeman was a resident of and domiciled in Las Vegas, Nevada until January 1, 2022. Since January 1, 2022, Freeman is a resident of and domiciled in the U.S. Virgin Islands.

9. Freeman is the trustee and sole beneficiary of the Scott Mitchell Freeman Revocable Living Trust, dated March 10, 2012 (the “Trust”), a Nevada trust holding approximately 38.89 percent of the membership interests of defendant Savant HWP Holdings, LLC (“Savant Holdings”) and 7.12 percent of the shares of Savant HWP, Inc. (“Savant Inc.”).

10. The Trust is also the assignee of claims belonging to Ferdinand Belga, an individual domiciled in and a resident of Illinois.

11. Defendant Steven Hurst is an individual domiciled in and a resident of Sparks, Nevada. Hurst is the sole owner of defendant Sunray Asset Management, Inc. (“Sunray”), a Nevada corporation doing business in Nevada. Through Sunray, Hurst is the beneficial owner of 39 percent of Savant Holdings’s membership interests and 7.06 percent of Savant Inc.’s shares.



12. Defendant Nico Forte (“Forte”) is an individual domiciled in and a resident of Sacramento, California. Forte is on the Board of Directors of Savant Inc. and is employed by MindMed.

13. Defendant Ceruvia Lifesciences (“Ceruvia”) is a Delaware limited liability company headquartered in Greenwich, Connecticut. Ceruvia was previously known as CH TAC, LLC (“CH TAC”) and Savant TAC, LLC (“Savant TAC”). Except as otherwise noted, any reference to Ceruvia includes a reference to CH TAC and Savant TAC.

14. Defendant Carey Turnbull is an individual domiciled in and a resident of Greenwich, Connecticut. Turnbull is an investor in Savant Addiction Medicine, LLC (“Savant Addiction”) and the founder and CEO of Ceruvia.

15. Defendant Savant HWP Holdings, LLC is a limited liability company organized under the laws of the state of Delaware. Upon information and belief, Savant Holdings is headquartered in Reno, Nevada.

16. Defendant Savant HWP, Inc. is a Delaware corporation. Upon information and belief, Savant Inc. is headquartered in Reno, Nevada.

17. Defendant Savant Addiction Medicine, LLC is a limited liability company organized under the laws of the state of Delaware. Upon information and belief, Savant Addiction is headquartered in Reno, Nevada.

18. Defendant Russell Burbank, at all times relevant hereto, was and is a resident of and domiciled in San Francisco, California. Hurst appointed Burbank, as senior managing director of BPM LLP, to be the liquidating trustee for Savant Addiction and Savant Holdings.

19. Defendant BPM LLP is a limited liability partnership with principal offices in Walnut Creek, California and which has partners or offices in California, Washington, Oregon, India, and the Cayman Islands. Except as otherwise noted, any reference to Burbank includes a reference to BPM LLP.

JURISDICTION AND VENUE

20. This Court has subject-matter jurisdiction over the claims arising under 18 U.S.C. § 1961 *et seq.* pursuant to 28 U.S.C. § 1331.

21. This Court has supplemental jurisdiction over plaintiff's state law claims pursuant to 28 U.S.C. § 1367. Plaintiff's state law claims are so related to plaintiff's federal law claims that they form part of the same case or controversy.

22. Plaintiff takes no position on whether this Court would independently have jurisdiction under 28 U.S.C. § 1332 but notes that defendant Hurst is a Nevada citizen for purposes of 28 U.S.C. § 1441(b)(2).

23. Venue is proper in the District of Nevada pursuant to 28 U.S.C. § 1391(b)(2) because the underlying acts, omissions, injuries, and related facts giving rise to plaintiff's claims occurred within this district.

24. In addition, under 18 U.S.C. § 1964(c) and *Tafflin v. Levitt*, 493 U.S. 455 (1990), venue is appropriate and in service of the ends of justice because plaintiff has been injured in this district "by reason of a violation of § 1962," and defendants have minimum contacts with the United States.

FACTS

A. Savant Inc. Formation (2009-2012): Conspiracy Begins Between Hurst and Turnbull

25. In 2009, three individuals—Hurst, a patent lawyer and businessman; Freeman, a medical doctor and researcher; and William Boulanger, a chemist—met in San Francisco to form a venture for researching and developing drugs.

26. The three founders decided to focus on the development of pharmaceutical drugs with psychoactive components to treat mental health conditions, including anxiety, addiction, and attention deficit and hyperactivity disorder. The resulting company became known as "Savant."

27. On August 25, 2009, Savant Inc. was incorporated in Delaware.

28. Between 2009 and 2012 Freeman loaned Savant Inc. \$195,000 (Ex. 1).

29. Freeman was a director of Savant Inc. until 2014, and is currently its chief medical officer (CMO).

30. Freeman agreed to let Hurst, a patent attorney by trade, be chair of the board and chief executive officer (CEO) because Hurst represented that he and Freeman were to be equally compensated so that their interests are aligned.

31. Freeman and Hurst agreed that they were fiduciaries of the company, particularly because Hurst stated that initial investors included close friends and family members.

32. Hurst and Freeman agreed to split compensation, including salary, bonus, stock, and stock options (Ex. 2), as memorialized in an e-mail from Hurst:

. . . . [W]e will continue to share equally in equity compensation in Savant and it's [sic] affiliated entities and in salaried compensation.

33. Over the next several years, Savant Inc. licensed four drugs: 18-MC to treat addiction, BOL-148 and LSD to treat cluster headaches and other neurological diseases, and benznidazole to treat Chagas disease.

1. 2009-2017: Savant's Trade-Secret BOL-148/LSD Program

34. In or around 2011, Savant Inc. developed a program in psychedelics that included LSD and BOL-148.¹ As is common for early-stage pharmaceutical drug companies, a patent and related intellectual property were essential to attracting capital from outside investors to further this program.

35. BOL-148 had two patents: one owned by Harvard University and the other by Dr. R. Andrew Sewell ("Sewell"). In or around 2012, Savant Inc.

¹ Except as specifically noted, references to "BOL-148" or the "BOL-148 program" include LSD.

1 licensed the Harvard patent and developed a draft license agreement for the
2 Sewell patent (Ex. 3).

3 36. Sewell conducted a study of patients with cluster headaches and
4 found that LSD is superior to standard drugs in treating them. Sewell also
5 studied BOL-148, an LSD congener that did not have a hallucinogenic side ef-
6 fect, and found it was likewise effective in treating cluster headaches.

7 37. After securing a patent for BOL-148, Sewell passed away. The pa-
8 tent was inherited by his wife, Nicola Sewell.

9 38. Hurst believed the Sewell patent was critical in developing BOL-
10 148.

11 39. As one collaborator noted in an e-mail with Freeman and Hurst,
12 “[m]y personal thoughts are his application is very well written, covers a multi-
13 tude of compounds, including BOL-148 and also mentions a variety of indica-
14 tions” (Ex. 4, 1 App. 13)

15 40. Savant and Sewell’s representatives reached a license agreement in
16 2012 but the licensing fee was \$45,000, which Hurst claimed Savant Inc. could
17 not afford (Ex. 3, 1 App. 9).

18 41. But Ms. Sewell was willing to wait because she had confidence in
19 Savant’s ability as a drug-development company to develop the technology.

20 42. Hurst did not express any urgency in raising the funds for formally
21 securing the license. Savant’s dealings with Sewell and her representatives had
22 by then been ongoing for several years.

23 43. If any other offers had come in, Sewell’s representatives would have
24 alerted Savant Inc., and Savant Inc.’s timeline for formalizing the agreement
25 and paying the licensing fee would have accelerated.

26 44. The license did not need to be executed to develop the trade-secret
27 BOL-148/LSD program because Ms. Sewell was working with Savant Inc.,
28

1 knowing Savant Inc. would eventually license it. The patent in question was a
2 blocking patent, which would only be necessary when they brought their new
3 uses of the BOL-148 drug to market.

4 45. As set forth in a Savant December 2014 PowerPoint presentation,
5 Savant's plan was to "acquir[e] Sewell IP from Sewell's estate," and to "consoli-
6 dat[e] BOL-148 IP in a single entity." (Ex. 5, 1 App. 29)

7 46. Hurst and Turnbull, however, in 2012, set up an entity, unbe-
8 knownst to Savant members, that jointly owned the BOL-148 intellectual prop-
9 erty (Ex. 6).

10 47. From 2012 to 2017, Savant management, including Freeman,
11 worked on the BOL-148 program without remuneration since Savant did not
12 have money for the program and could not pay salaries. Freeman did so only be-
13 cause he reasoned that if the BOL-148 project was successful he would eventu-
14 ally receive compensation through his officer position and equity interest in Sa-
15 vant.

16 48. In addition to the draft license and relationship with Ms. Sewell,
17 this program included a regulatory strategy, identification of a manufacturer,
18 and plans for a clinical drug trial (Exs. 7–9):

19 a. Savant Inc. purchased one gram of BOL-148, which was es-
20 sentially the world's entire purchasable supply and was a critical part of
21 Savant's regulatory strategy, as it would be used for an FDA application
22 for an investigational new drug (IND).

23 b. One gram was sufficient to conduct an early clinical trial of
24 about twenty patients.

25 c. So Savant Inc. needed to find a manufacturer to make more.

26 d. It is difficult to find a manufacturer for BOL-148 because it is
27 a controlled substance (manufacture requires LSD) and handling the
28

1 substance is difficult because exposure (LSD) above a few micrograms is
2 extremely dangerous.

3 e. In June 2017, Onyx, a drug manufacturer for BOL 148/LSD,
4 was identified for Savant. This information was a trade secret held confi-
5 dentially within Savant (Ex. 9).

6 f. In April 2017 Savant explored the costs of conducting a clini-
7 cal drug trial on BOL-148 at Yale and Hanover University (Ex. 21).

8 49. In November 2014, Hurst developed an investor presentation
9 and highlights BOL-148 for the treatment of cluster headaches as a main pro-
10 gram. (Ex. 10, 1 App. 55)

11 Savant has only recently licensed Bol-148 in October 2014
12 and is planning a pre-IND meeting with the FDA in 1Q:15 to
13 discuss the regulatory path for Bol-148 approval. Our ap-
14 proach will be to discuss whether Bol-148 can receive fast
15 track and orphan drug designation since cluster headache is
16 a low incidence disease with a high unmet medical need....
including dose finding studies for safety and efficacy, our goal
is to file an IND in 2015 and to file an NDA in 2018.

17 50. Moreover, the Savant Investors understood that any intellectual
18 property previously developed relating to LSD and BOL-148 was among Sa-
19 vant's assets.

20 51. They reasonably believed those assets were held in either Savant
21 Holdings or Savant Inc., because they thought a separate limited liability com-
22 pany for BOL-148 had not been formed.

23 52. But Hurst had other plans for the assets.

24 **2. 2012: Hurst Enters into a Secret** 25 **Partnership with Turnbull**

26 53. Although Savant members did not know until September 2022,
27 Hurst and Turnbull began secretly dealing as early as 2012, with Turnbull
28

1 making an investment in Savant Inc.'s BOL-148 program as described on Ceru-
 2 via's website in September 2022 (Ex. 6):

3 2012: BOL-148 patents licensed to a new entity, Savant HWP
 4 partial ownership C Turnbull

5 54. This investment was not disclosed to the Savant Inc. shareholders.

6 55. Hurst fraudulently misrepresented to Savant members and in part-
 7 nering presentations that BOL-148/LSD was Savant's solely owned technology.
 8 For instance, in 2014, a partnering presentation made to TEVA Pharmaceuti-
 9 cals with no mention of Turnbull (Ex. 11). Likewise, in management meetings
 10 and investor presentations, Turnbull's investment was never mentioned Exs. 7-
 11 9).

12 **3. 2013: Savant Inc. Reorganizes: The Four** 13 **Original Savant Entities**

14 56. To raise outside capital, the founders decided in 2013 to formalize
 15 the structure of their working arrangement.

16 57. Hurst explained to Freeman that he, aided by his attorney, Evan
 17 Ng ("Ng"), formed four related entities: (i) Savant Inc. was the management
 18 company for all of the projects; (ii) Savant Holdings was a holding company for
 19 Savant's drug assets and founders shares; and (iii) two individual LLCs were
 20 formed for each drug development project so that investors could make targeted
 21 investments in the drugs of interest (Ex. 12).

22 58. As Hurst explained to Freeman, Savant's corporate structure is de-
 23 scribed below (Ex. 12):

24 a. **Savant Inc.**, formed in 2009, was repurposed as the Savant
 25 management company. It provided management services for all projects,
 26 employed Savant's employees, and received a 10 percent profit share for
 27 the management services from each of the drug development LLCs. The
 28 profits were to be split among employees through stock options. Each

1 member of management was eligible for yearly stock options, salary, and
2 bonus.

3 b. **Savant Holdings** obtained the intellectual property rights to
4 the Savant Inc. drug programs, including 18-MC and BOL-148/LSD, and
5 thus is the 100% owner of the intellectual property and trade secrets for
6 Savant's drug assets. Savant Holdings also holds the founding members'
7 interest in the specific drug development LLCs for targeted investment.
8 Initially, Savant Holdings owned 100% of each drug LLC, so each found-
9 ing member received a fixed ownership the drug LLC based on percentage
10 ownership in Holdings: For instance, because Freeman was a 38.89%
11 owner of Savant Holdings, Freeman started with 38.89% ownership in Sa-
12 vant Addiction Medicine (drug 18-MC) and Savant Neglected Disease
13 (drug benznidazole). His initial equity in any other drug development
14 LLC, such as for BOL-148/LSD, would also have been 38.89% (Ex. 13).

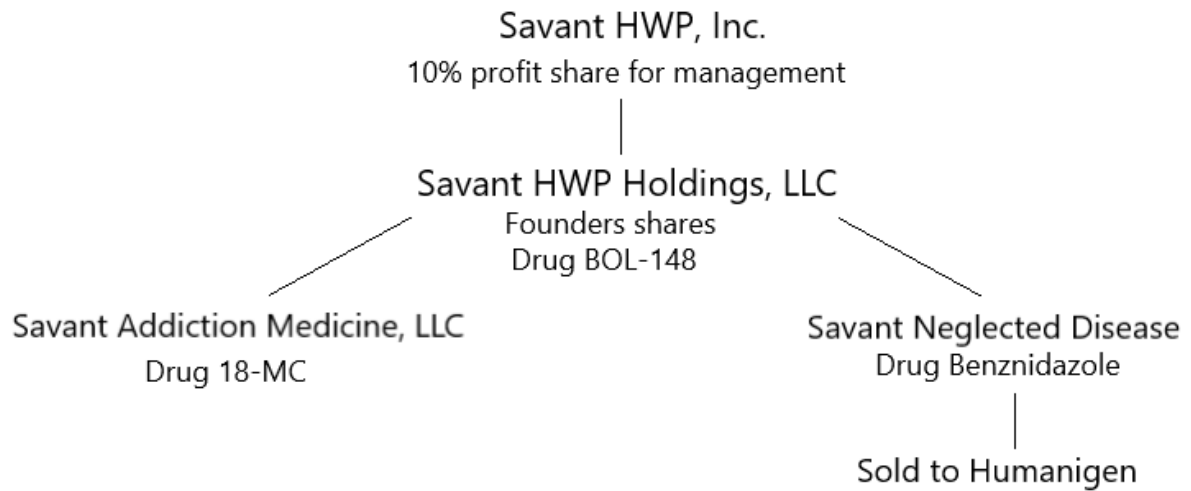
15 c. **Savant Addiction**, one of the drug development LLCs, of-
16 fered investors a vehicle to purchase shares for developing 18-MC (the
17 "18-MC Program"), a chemical with the potential to treat various mental
18 health conditions, including anxiety, addiction, and attention deficit and
19 hyperactivity disorder; in this way, investors could make targeted invest-
20 ments in the potential for this class of drugs. The purchase of ownership
21 in Savant Addiction proportionally dilutes Savant Holdings member—for
22 instance, Turnbull bought 2.04% ownership in Savant Addiction—but
23 since only about a total of \$1 million was raised, Savant Holdings has a
24 88.45% equity stake in Savant Addiction. The remaining Savant Addic-
25 tion investors own 11.55%.

26 d. **Savant Neglected Disease**, the other known drug develop-
27 ment LLC, offered investors a vehicle to purchase shares for developing
28

benznidazole for FDA approval; this entity was sold to Humanigen, Inc., a biotech company, and is unrelated to this litigation.

59. Savant Holdings, Savant Inc., and Savant Addiction are collectively referred to as the “Savant Entities,” and the shareholders and members of the Savant Entities are collectively referred to as the “Savant Investors.”

60. Savant Addiction and Savant Neglected Disease are subsidiaries of Savant Holdings, with Savant Holdings owning 94.23% of each, similar to Savant Inc., as summarized in the June 30, 2014 capitalization table, which omits the 2012 deal with Turnbull (Ex. 14).



61. Savant also had plans to create a drug-development LLC dedicated to treatment of cluster headaches (BOL-148/LSD), as outlined in investor presentations—“A third LLC is being formed for Cluster Headache” (Ex. 12)—but as far as the Savant Investors knew, this entity was never formed.

62. When Freeman asked Hurst about establishing an LLC for BOL-148/LSD, Hurst fraudulently misrepresented that it was not the right time because there were no investors, when in fact Turnbull had already invested in BOL-148 in 2012 (Ex. 6).

63. Based on his ownership in Savant Holdings, Freeman's equity in this BOL-148/LSD LLC would have initially been 38.89%.

4. *Hurst Fraudulently Induces Freeman and Savant Investors to Sign the LLC Operating Agreements*

64. Hurst and Ng, Savant counsel and a longtime Hurst associate, acting as Savant Inc. fiduciaries, structured the Savant Entities to grant Hurst exclusive managerial control, both as CEO and chairman of Savant Inc. and managing member of Savant Holdings, which in turn is the managing member of Savant Addiction. This was done because Hurst was already dealing with Turnbull since 2012 and had future plans to siphon off Savant's trade secrets (Ex. 6).

a. Hurst and Ng structured Savant Holdings and Savant Holdings as Delaware LLC rather than corporations to avoid the protections of annual shareholder meetings and board oversight.

b. In addition, Hurst and Ng tailored the Savant Holdings operating agreement to grant Hurst authority to act as managing member for life and to purport to eliminate fiduciary duties, which could not be eliminated from his role in Savant Inc.

c. Although Hurst has fiduciary obligations as CEO of Savant Inc. and because of his special relationship with Freeman, Hurst wanted to escape these obligations because he knew that he had already violated them and was going to continue.

d. And, as managing member, the operating agreement gave Hurst unobstructed veto power over any and all corporate actions, including actions seeking Hurst's own ouster.

e. Despite no authority or requirement in the operating agreements, Hurst also decided not to give Savant Holdings members direct membership interests in the drug-development LLCs, but only indirect

1 beneficial ownership through their ownership in Savant Holdings, which
2 Hurst controlled.

3 f. In this way, making Savant Holdings the managing member
4 of Savant Addiction under a substantially identical operating agreement
5 thus assured that Hurst would exercise effective control over both. In con-
6 trast, if the Savant Holding members had been given direct ownership of
7 Savant Addiction, they would have constituted a majority in interest of
8 Savant Addiction to exercise oversight over Hurst.

9 g. The establishment of Savant Addiction and the transfer of 18-
10 MC was done without member approval which was required by the Sa-
11 vant Holdings operating agreement, as was Hurst making Savant Hold-
12 ings members beneficial owners of Savant Addiction rather than direct
13 owners. In other words, a majority-in-interest was required to transfer
14 the 18-MC drug asset to Savant Addiction. There was no member ap-
15 proval of the 18-MC transfer or the terms of the transfer, beneficial own-
16 ership in Savant Addiction.

17 h. Even within Savant Inc., now a subsidiary of Savant Hold-
18 ings, Hurst maintained total control by refusing to hold shareholder meet-
19 ings or allow a shareholder vote to appoint a board of directors that might
20 have exercised independent oversight.

21 65. None of this was explained to Freeman or the other Savant Inves-
22 tors, even though Hurst and Ng, fiduciaries of Savant Inc., had a duty to.

23 66. Nor did Hurst disclose his relationship with Turnbull, which had
24 begun at least as early as 2012, and their secret plans to develop BOL-148/LSD,
25 which would have been material to Freeman's and the other Savant Investors'
26 decision to sign the operating agreements which gave Hurst a lot of control.

1 67. Instead, Hurst fraudulently misrepresented that since he and Free-
2 man were equally compensated, Hurst would be acting in both of their best in-
3 terests and as fiduciaries as evidenced in Hurst's July 2020 e-mail (Ex. 15).

4 Your fiduciary is the same as mine with respect to all the
5 other members and shareholders of Savant

6 68. Freeman thus signed the Savant Holdings operating agreement and
7 agreed to let Hurst continue as CEO of Savant Inc. and to become managing
8 member of Savant Holdings (and therefore in control of Savant Addiction) in re-
9 liance on Hurst's misrepresentations.

10 69. Nevertheless, importantly, the Operating Agreements for Savant
11 Addiction and Savant Holdings limit Hurst's discretion (Exs. 16, 17):

12 a. Section 7.05 of both Operating Agreements provides that the
13 managing member is required to advise the other members of material
14 decisions:

15 [T]he Managing Member shall keep the other Members rea-
16 sonably informed on a timely basis of any material fact, in-
17 formation, litigation, employee relations or other matter
18 that could reasonably be expected to have a material im-
19 pact on the operations or financial position of the Company,
including, but not limited to, any modification of any loan
or other financing to the Company.

20 b. Moreover, pursuant to the Operating Agreements, major deci-
21 sions, such as the sale or transfer of assets, need a majority-in-interest
22 approval.

23 c. Specifically, Section 7.02(b) provides that the managing mem-
24 ber may not authorize the entity to "make any material change to the na-
25 ture of the Business conducted by the Company or enter into any business
26 other than the Business" without first obtaining the "written approval of
27 a majority-in-interest of the Members."
28

d. Section 7.02(h) of each Operating Agreement requires written approval of a majority-in-interest of the members as a prerequisite to the managing member authorizing the company to “enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of any assets, other than sales of inventory in the course of business consistent with past practice.”

e. Section 12.03 broadly prohibits the misuse of Savant’s confidential information, including its affiliates:

“[N]o Member shall, directly or indirectly, disclose or use . . . , including, without limitation, use for personal, commercial or proprietary advantage or profit, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.”

B. 2013-2017: Theft of Savant Trade Secrets

70. Hurst used the 2013 Savant Holdings operating agreement as a vehicle to further his dealing with Turnbull since the Savant Holdings gave Hurst control the board and essentially lifetime tenure as managing member.

71. From 2014-2017, Hurst as CEO and managing member of the Savant Entities could not raise money for Savant Addiction or for the BOL-148 program in Savant Holdings.

72. In 2017, on information and belief, Hurst decided to leave Savant since he had not been able to raise money and hired Belga for business development with a contract that if he can raise \$5MM, Belga would get a 20% equity stake and become CEO (Ex. 18).

73. Hurst then secretly established his next company Savant TAC (which would become Ceruvia) with Turnbull, by stealing Savant Inc./Savant

1 Holdings trade secrets for BOL-148/LSD without approval of Savant members,
2 contrary to the operating agreement.

3 74. This scheme is described below.

4 **1. *Turnbull Joins Savant Addiction***
5 ***and Savant Neglected Disease***

6 75. Turnbull became a member of both Savant Addiction Medicine and
7 Savant Neglected Disease and became bound by the operating agreements' con-
8 fidentiality clauses:

9 Each Member acknowledges that during the term of this
10 Agreement, it will have access to and become acquainted
11 with trade secrets, proprietary information and confiden-
12 tial information belonging to the Company and its Affiliates
that are not generally known to the public (161B, section
12.03).

13 **2. *2013-2017: Hurst and Turnbull Secretly***
14 ***Form Savant TAC, Concealing Its Existence***
and Purpose from Savant Members

15 76. On February 17, 2017, Hurst, together with Ng and Turnbull,
16 formed a Delaware limited liability company, Savant TAC. Its street address
17 was listed as 1325 Airmotive Way, Suite 175A, Reno, Nevada, just like the
18 other Savant Entities. Exhibit 19 is a true and correct copy of Savant TAC's
19 Certificate of Formation, which Ng signed. (1 App. 218.)

20 77. Hurst concealed the existence of Savant TAC from the other Savant
21 Investors, contrary to § 7.02 and § 7.05 of the Savant Holdings operating agree-
22 ment. Its name appears in neither any correspondence nor the Savant capitali-
23 zation tables.

24 78. Likewise, although the Savant Holdings Operating Agreement ex-
25 plicitly requires a majority-in-interest to approve transfers of assets and related
26 party transactions, Hurst did not get the Savant Investors' approval to transfer
27 the LSD and BOL-148 assets into Savant TAC.

1 **3. 2017-2018: Hurst and Turnbull Secretly**
2 **Divert Savant Holdings's BOL-148/LSD Assets to**
3 **Ceruvia**

4 79. In late 2017, Hurst surreptitiously transferred control of Savant
5 TAC to Turnbull. While the precise date of the transfer is unknown, its exist-
6 ence is evident because Turnbull began taking corporate actions on behalf of Sa-
7 vant TAC.

8 80. On December 19, 2017, Turnbull, as Savant TAC's "Authorized Per-
9 son," filed a certificate of amendment changing the company's name to CH TAC,
10 LLC. Exhibit 20 is a true and correct copy of the certificate of amendment
11 signed by Turnbull. (1 App. 220.)

12 81. He also changed its principal place of business to an address in
13 Greenwich, Connecticut, the state where Turnbull lives.

14 82. Both actions were unknown to Savant Investors and to Freeman,
15 who was continuing to develop the trade-secret BOL-148/LSD program for
16 "sweat equity," since there was no money invested in this program (Exs. 21, 9).

17 83. Around this time, Hurst, acting in concert with Turnbull and Ng,
18 reached a deal with Nicola Sewell to transfer the patent rights to LSD/BOL-148
19 for use in the treatment of cluster headaches to Savant TAC.

20 84. On February 21, 2018, Ms. Sewell executed a document assigning
21 the patent to "Savant TAC, LLC, with an address at 1325 Airmotive Way, Suite
22 175A, Reno, NV 89502" (Savant's corporate address), for \$1 "and other good and
23 valuable considerations." Exhibit 22 is a true and correct copy of the assignment
24 that was submitted to the USPTO enclosing the agreement Ms. Sewell executed
25 with Savant TAC. (1 App. 224.)

26 85. Of course, Savant TAC had ceased to exist by that name months
27 earlier.

1 86. Hurst deceived Ms. Sewell to procure the patent rights for Turnbull.
2 Hurst misrepresented to Ms. Sewell that she was assigning the patent rights to
3 Savant—with whom Ms. Sewell had been negotiating since 2011 and in whom
4 Ms. Sewell had confidence to develop the patented technology—when she was
5 actually assigning the rights to CH TAC and Turnbull.

6 87. Ms. Sewell relied on these representations in licensing the patent
7 on even more favorable terms than those negotiated in 2012; there was no
8 longer a \$45,000 upfront licensing fee.

9 88. Five days later, on February 27, 2018, CH TAC submitted an as-
10 signment to the USPTO that directed the patent to CH TAC.

11 89. In this submission, CH TAC included the assignment that Ms. Sew-
12 ell had signed transferring the rights to Savant TAC (not CH TAC), as well as
13 Delaware filings demonstrating that its name and place of business had
14 changed prior to the assignment. Exhibit 23 is a true and correct copy of the
15 submission. (1 App. 229.)

16 90. On April 3, 2018, Hurst certified “micro entity” status for the Sewell
17 patent, which, because CH TAC was the patent’s assignee at that point, demon-
18 strates that Hurst was working for CH TAC.

19 91. The phone number Hurst listed on the certification, his cell phone,
20 is the same one he continued to use in Savant press releases. Exhibit 24 is a
21 true and correct copy of the micro entity certification. (1 App. 240.)

22 92. In June 2021, Turnbull changed the CH TAC name to Ceruvia. Ex-
23 hibit 25 is a true and correct copy of the certificate of amendment signed y
24 Turnbull. (1 App. 242.)

25 93. Hurst and Turnbull both have an equity interest in Ceruvia.

26 94. Additionally, Hurst and Turnbull were only aware of the im-
27 portance of the Sewell patent, the opportunity to license it, and other
28

1 confidential Savant information, such as the Onyx manufacturer for BOL-148
 2 and LSD, because of their affiliations with Savant and the information that had
 3 been developed through Savant's proprietary BOL-148 program.

4 95. As discussed, Section 12.03, which appears in both the Savant Hold-
 5 ings and the Savant Addiction Operating Agreements (the latter of which Turn-
 6 bull signed as a Savant Addiction member), broadly prohibits the misuse of Sa-
 7 vant's confidential information.

8 96. Accordingly, the Sewell patent and related information constituted
 9 confidential information and trade secrets belonging to Savant, which Hurst
 10 and Turnbull were prohibited from using for their own commercial gain.

11 **4. 2012-Present: Hurst and Turnbull Conceal**
 12 **their Theft of Savant's Trade Secrets**

13 97. When Freeman asked about the status of the Sewell license, Hurst
 14 fraudulently misrepresented to Freeman that since Savant did not have the
 15 \$45,000 license fee, Turnbull independently licensed it.

16 98. Hurst further misrepresented to Freeman that because the patent
 17 was a public document and Turnbull did not rely on any Savant confidential in-
 18 formation, Turnbull did not violate his confidentiality obligations under the op-
 19 erating agreements.

20 99. Rather, Hurst fraudulently misrepresented to Freeman and others,
 21 including Jamon Rahn (JR), that there was no need to worry because there was
 22 a collaboration with Turnbull, so BOL-148 was still a Savant project (Ex. 26).

23 I've been developing other neuro-transformational
 24 medicines like psilocybin and BOL-148 with an eye to
 bringing them into Savant.

25 100. Following the assignment, Hurst continued to hide that he had or-
 26 chestrated the diversion of the Sewell patent and other BOL-148 trade secrets
 27 and assets to Ceruvia.
 28

1 101. At one point, Freeman asked Hurst about the status of BOL-148
2 and the licensing of the Sewell patent. In response, Hurst misrepresented that
3 Savant had not paid the drug's \$45,000 license fee and the license now belonged
4 to defendant Turnbull.

5 102. In other words, Hurst deceived Freeman into believing a lack of
6 funds had prevented Savant from acquiring the patent for itself when in fact
7 the upfront licensing fee had changed from \$45,000 to \$1.

8 103. Freeman was surprised by this news.

9 104. Hurst had never approached him about the \$45,000 fee or sug-
10 gested that anyone else was interested in licensing the Sewell patent. Freeman
11 had already loaned Savant \$800,000, and under the circumstances would have
12 loaned an additional \$45,000 to protect the intellectual property to BOL-148.

13 105. Any discussion concerning the Sewell patent between Hurst and
14 Turnbull, a member of Savant Addiction, should have been subject to a non-dis-
15 closure agreement.

16 106. To assuage Freeman's concerns, Hurst assured him that BOL-148
17 was still a Savant project and the company would be working alongside Turn-
18 bull once there was any progress with the drug's development.

19 107. At the time, Freeman trusted Hurst, and thus he reasonably be-
20 lieved Hurst's representation that BOL-148 remained a Savant project and that
21 they were equal partners so their interests were aligned. In other words, Free-
22 man reason that if Turnbull, a businessman was involved as a collaborator, this
23 could help Savant develop BOL-148 because Hurst had not raised money from
24 other investors.

25 108. Nevertheless, that representation was also false which did not be-
26 come apparent until Ceruvia published its website on the internet in June 2021.

1 Then Freeman knew that Turnbull was not a collaborator with Savant since Sa-
 2 vant was not mentioned on it (Ex. 27).

3 109. Armed with the Sewell patent, Ceruvia pushed forward toward
 4 FDA approval for BOL-148.

5 110. On June 22, 2022, Ceruvia announced that, based on a positive Pre-
 6 IND meeting with the U.S. Food and Drug Administration, it submitted an In-
 7 vestigational New Drug (“IND”) application to begin a Phase 1 clinical trial of
 8 BOL-148.

9 111. Accordingly, Ceruvia is now on course for gaining FDA approval of
 10 a BOL-148 treatment for migraines and other headache disorders.

11 112. The benefits of that approval will flow solely to Ceruvia; Savant, as
 12 Ceruvia’s competitor, will not be able to share in those benefits.

13 113. The Savant management team spent years working on the BOL-148
 14 program without remuneration in developing its trade secrets.

15 114. Turnbull and Hurst also caused Ceruvia to fraudulently misrepre-
 16 sent on the Ceruvia website that BOL-148 was Ceruvia’s property (Ex. 27).

17 115. Hurst and Turnbull leveraged the name changes—from Savant
 18 TAC to CH TAC to Ceruvia—to conceal that the theft of trade secrets from Sa-
 19 vant.

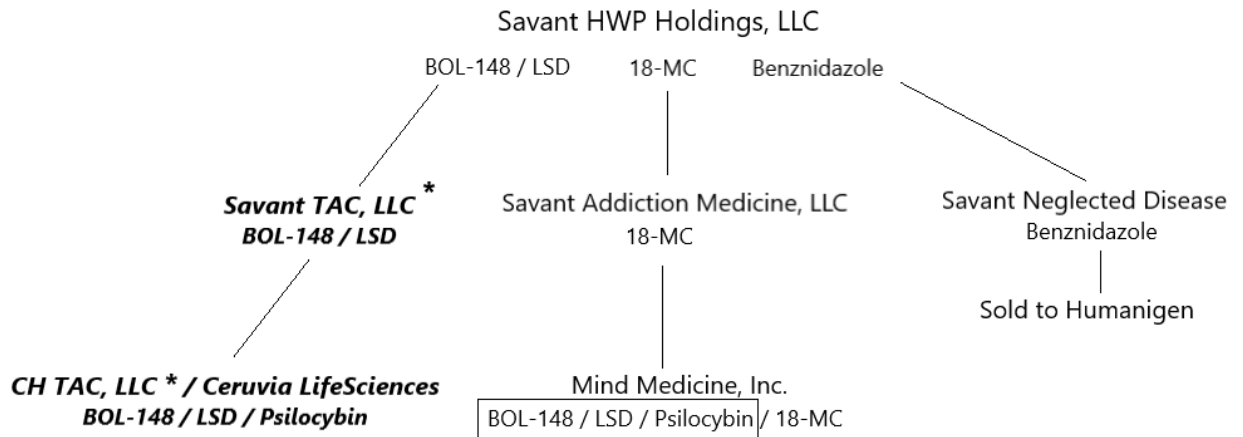
20 116. On August 18, 2022, Freeman discovered the existence of Savant
 21 TAC and realized that Hurst and Turnbull are financial partners in Ceruvia.

22 117. It was not until the emergence of this information that Turnbull
 23 disclosed the truth on Ceruvia’s website that Turnbull had made an investment
 24 in Savant Inc. in 2012 (Ex. 6).

25 **C. Formation of MindMed (2018-2019): Continuation of the Pat-**
 26 **tern**

27 118. Hurst continued this pattern of corporate theft through control and
 28 concealment. At Savant Holdings, his control arose under the operating

1 agreement designed for that purpose. At MindMed, he exercised control through
 2 the board of directors. At both companies, he concealed his relationship to Turn-
 3 bull and his equity ownership in Ceruvia.



* indicates company unknown to Savant Investors

Bold italics indicate stolen assets, trade secrets, and intellectual property

119. As described below, Hurst accomplished this pattern of control and concealment in several steps: (1) a scheme to cheat an investor who would have been entitled to share control at MindMed, (2) the formation of MindMed itself, (3) the usurpation of the Savant Holdings members' voting rights in MindMed to control the board of directors, (4) leveraging Freeman's loans to maintain those voting rights, (5) forcing Freeman out of MindMed, and (5) concealing his relationship with Turnbull to steal MindMed's trade secrets for Ceruvia.

1. 2018-2019: Hurst Cheats Belga Out of a Finder's Fee

120. In or around 2012, Savant licensed the drug 18-MC for the treatment of addiction, and in 2013 Savant Addiction was formed.

1 121. Since Hurst was poor at raising money from investors, only about
2 nine patients were treated with the 18-MC in early clinical trials.

3 122. The money to develop 18-MC came from a National Institutes of
4 Health grant to Freeman.

5 123. Hurst could not raise the needed funds from investors for Savant
6 Addiction Medicine to further develop 18-MC.

7 124. By 2018, Hurst, unable to raise money for the Savant Entities, con-
8 templated leaving Savant to work with Turnbull, with whom Hurst had already
9 formed Savant TAC and had begun misappropriating Savant's BOL-148/LSD
10 program to that entity.

11 125. In October 2018, Hurst announced that he would outsource fund-
12 raising for Savant Addiction to a consultant who would become CEO if he could
13 do what Hurst could not: raise \$5 million.

14 126. On behalf of the Savant Entities, Hurst retained Ferdinand Belga,
15 who had worked successfully in the pharmaceutical drug industry for over two
16 decades.

17 127. Specifically, Hurst promised Belga up to 20 percent of the equity in
18 Savant Addiction upon raising between \$2 million and \$5 million.

19 128. As set forth in Belga's consulting agreement with Savant Inc.,
20 Hurst also promised him that, subject to board approval, "if you are successful
21 in raising \$2 million or more prior to October 1, 2019, you will be appointed [Sa-
22 vant Inc.'s] Chief Executive Officer and I will assume the role of Executive
23 Chairman. You will become a salaried employee." Attached hereto as Exhibit 7
24 is Belga's consulting agreement with Savant Inc. (Ex. 18.)

25 129. On January 8, 2019, Jamon Rahn, an investor interested in psyche-
26 delics, contacted Belga about investing money in Savant (Ex. 28).

1 130. Savant Addiction's primary remaining goal was to develop 18-MC, a
2 drug derived from a psychedelic.

3 131. Belga developed a plan with Rahn to form a new Delaware corpora-
4 tion that would replace Savant and continue the 18-MC drug development pro-
5 gram.

6 132. A new company would be formed with 18-MC.

7 133. On March 31, 2019, Rahn expressed concerns about Hurst's qualifi-
8 cations (Ex. 29). Hurst attempted to assuage those concerns by fraudulently
9 misrepresenting to Rahn and Belga that he "invested in a CEO succession plan"
10 for Belga to take over as CEO (Ex. 26).

11 134. Once Belga engaged with Rahn, however, Hurst began to circum-
12 vent Belga and renege on the consulting agreement.

13 135. In April 2019, an initial term sheet for the transaction with Rahn
14 listed Belga as Chief Operating Officer, Hurst as CEO, and Freeman as Chief
15 Medical Officer (Ex. 30, 2 App. 279).

16 136. The term sheet reflected Belga's critical role in obtaining the financ-
17 ing, which triggered the provisions as to equity and title in his consulting agree-
18 ment.

19 137. Through Hurst, Savant Addiction rejected Rahn's initial offer sheet,
20 and Belga continued to work on sourcing additional investors.

21 138. In the meantime, Hurst was secretly reengaging Rahn without
22 Belga.

23 139. On May 26, 2019, Belga received an e-mail from Hurst announcing
24 that Hurst had reached a deal with Rahn, and there was no need for him to par-
25 ticipate in a planned trip to meet with potential investors (Ex. 31).

26 140. This was a surprise to Belga, as he was unaware that Hurst was in
27 continued discussion with Rahn.

1 141. Shortly thereafter, the reasons for Hurst's unilateral negotiation of
2 the terms of the transaction became clear.

3 142. Hurst structured the deal with Rahn to remain in control and cut
4 Belga out, with Rahn's funds technically being invested in MindMed instead of
5 Savant Addiction.

6 143. MindMed was by then a newly branded Delaware LLC (and later
7 Canadian corporation) to whom the 18-MC asset was to be sold.

8 144. There was no business reason for structuring the deal in this man-
9 ner.

10 145. Hurst merely altered the entity receiving the funds to prevent
11 Belga from receiving what he was due under the consulting agreement.

12 146. Withholding the 20 percent equity from Belga personally benefitted
13 Hurst, who through Savant Holdings held an approximately 34 percent stake in
14 Savant Addiction.

15 147. In addition, keeping Belga from becoming CEO enabled Hurst to
16 control MindMed because the CEO of Savant Inc. also became the CEO of
17 MindMed, in turn enabling Hurst to steer MindMed's intellectual property to
18 Ceruvia.

19 148. On May 24, 2019, Savant members were informed that Hurst had
20 signed a letter of intent with Rahn making Hurst CEO and Freeman CMO of
21 MindMed. There was no position for Belga (2 App. 285).

22 **2. Further Fraud in Backdated Options**

23 149. In November 2019, Hurst contacted Belga and acknowledged that
24 he had mistreated him.

25 150. While this was an implicit acknowledgement that Hurst had caused
26 Savant to breach the consulting agreement, Hurst did not offer to rectify the
27 breach by naming Belga CEO.
28

1 151. Nor did Hurst offer to compensate Belga by transferring to him the
2 20% MindMed stock he was due, which would have required disclosure to the
3 Savant Investors.

4 152. Instead, Hurst attempted to placate Belga with what he repre-
5 sented would be a personal gift of his own shares, but turned out to be back-
6 dated stock options issued by Savant Inc. directly.

7 153. Stock options are normally issued with grant dates that substan-
8 tially mirror the issue date, ensuring that the stock options are priced using the
9 company's current fair market value. Options backdating occurs when a com-
10 pany issues stock options with an earlier grant date to fix a lower exercise price,
11 which has the effect of artificially boosting the value of the options.

12 154. The practice has long been considered illegal, and it was specifically
13 targeted by the Sarbanes-Oxley Act of 2002. Further, between 2006 and 2010,
14 the SEC and Department of Justice worked to stamp out options backdating
15 through a series of high-profile prosecutions. *See, e.g.,* [https://www.sec.gov/spot-](https://www.sec.gov/spotlight/optionsbackdating.htm#enf)
16 [light/optionsbackdating.htm#enf](https://www.sec.gov/spotlight/optionsbackdating.htm#enf).

17 155. On October 28, 2019, a paralegal at Ng's firm, Dorsey & Whitney,
18 sent Belga a Stock Options Grant Notice granting him options for 125,000
19 shares of Savant Inc. stock (the "Stock Options Grant"), which was signed by
20 Hurst on October 23, 2019. Exhibit 35 is a true and correct copy of the Stock
21 Options Grant. (2 App. 288.)

22 156. Because a reputable law firm sent Belga the Stocks Options Grant,
23 the document raised no red flags for him at the time. Nevertheless, the Stock
24 Options Grant has a grant date of February 26, 2019—six months earlier and
25 well before the signing of the MindMed transaction documents—and an exercise
26 price of five cents per share.

157. If the option grant date had been the same as the issue date, the exercise price would have been higher because the MindMed transaction had already occurred.

158. These backdated options were presented and executed as a personal gift from Hurst, and Belga did not execute any kind of release.

159. The effect of granting backdated options was to dilute the shareholders of Savant Inc.

160. The use of Savant Inc. options to fund Hurst's personal "gift" was not approved by nor disclosed to the shareholders in Savant Inc.'s financials.

161. Nor did the shareholders elect a board to approve the transaction, even if it had been disclosed. The sole "board" was one appointed by Hurst without shareholder approval, but there is no evidence that even this "board" approved the Stock Options Grant.

162. Freeman received no benefit from these options, as they are not part of Belga's assignment to Freeman. Freeman's assignment is for claims arising from the breach of Belga's consulting agreement.

163. To the contrary, Freeman's shares in Savant Inc. were diluted by the Stock Options Grant. And like other shareholders, Freeman was not aware because the back-dated options do not appear in Savant Inc.'s capitalization tables (Ex. 13).

3. Hurst Moves 18-MC to Savant Addiction without Savant Holdings's Approval

164. Pursuant to the operating agreements for Savant Holdings and Savant Addiction, the intellectual property for Savant's 18-MC program was held by Savant Holdings, not Savant Addiction.

165. Although the operating agreements gave Hurst substantial control, they included guardrails that Hurst ignored.

166. In preparation for the deal with MindMed, Hurst did not want the equity from MindMed to reside in Savant Holdings, where he was managing member but did not hold a majority of the membership interests. Instead, he wanted the MindMed equity to flow to Savant Addiction, an entity over which Hurst had greater control through his managing-member position at Savant Holdings.

167. Hurst therefore purported to transfer the 18-MC drug program from Savant Holdings to Savant Addiction in December 2013 without a transfer agreement or approval of the Savant Holdings membership, contrary to the operating agreement. Without the transfer agreement, Hurst made Savant Holdings members beneficial owners in Savant Addiction rather than getting direct shares.

168. Hurst transferred the 55,000,000 shares to Savant Addiction in the MindMed Foundation Agreement, which was not approved by members and only witnessed by Nico Forte, who was not a Savant member (Ex. 34, 2 App. 301). Doing so, based only on Hurst's say-so, gave Hurst total purported control of the shares (as Savant Addiction's managing member) since Savant Holdings members were not members of Savant Addiction. This set the stage for his total control of MindMed through Savant Addiction.

4. *Hurst Misrepresents His Authority in the Formation of MindMed*

169. On or about July 23, 2019, Hurst caused Savant Addiction to enter into two agreements with MindMed—a “Foundational Agreement” and a “Contribution Agreement” (the “MindMed Agreements”)—by which Savant Addiction and Savant Inc. agreed to transfer all of their assets related to the 18-MC program to MindMed. In return, Savant Addiction received 55 million Class A shares of MindMed stock “free and clear of all encumbrances.” (Ex. 34, 2 App. 327.)

170. Because Hurst and Turnbull had stolen the BOL-148 program for Ceruvia, 18-MC was the only asset the Savant Entities still possessed.

171. In executing the MindMed Agreements on behalf of Savant Addiction and Savant Inc., Hurst represented that he had full authority to act. That representation was false.

172. The counterparties to that agreement—specifically Rahn (along with his company Liquidity Holdings LLC) and his partner Leonard Latchman (along with his company LDL Corp.)—invested in MindMed and executed the MindMed Agreements on the basis of Hurst’s misrepresentation about his authority.

173. As noted, Savant Holdings is the parent company of Savant Addiction, and Hurst is Savant Holdings’s managing member.

174. Pursuant to Section 7.02(b) and (h) of the Savant Addiction Operating Agreement, Hurst was required to obtain authorization from a majority-in-interest of Savant Addiction’s members and a majority-in-interest of Savant Holdings members, since Savant Addiction was its subsidiary, prior to authorizing the MindMed Transaction.

175. Hurst did not do so.

176. Hurst’s misrepresentation was not a technical mistake or oversight.

177. By not putting the terms of the transaction to a vote, Hurst was able to keep the structure of the transaction secret from the Savant Investors until the deal closed.

178. The only persons associated with Savant privy to the structure were Hurst; Evan Ng, the lawyer who technically represented Savant but was personally loyal to Hurst; and Forte, who was not a Savant member, but the witness who was Hurst’s longtime friend and who was rewarded with a position at MindMed and a seat on Savant Inc.’s Board of Directors.

179. Hurst proceeded to structure the transaction to grant himself the same type of control over MindMed that he enjoyed with the Savant Entities by transferring the 55,000,000 MindMed shares to Savant Addiction rather than distributing them to Savant Investors.

180. This was done without approval of the Savant Investors.

181. In connection with the MindMed Agreements, Rahn and Latchman received 35 million MindMed shares upon the company's formation.

5. *Hurst Misrepresents His Right to Maintain Control over the Savant Addiction Voting Bloc*

182. At this point, the Savant Investors could have—and, more importantly, should have—received their 55 million shares directly because the purpose of Savant Addiction was effectively terminated.

183. There was nothing else for Savant Addiction to do. Because Hurst had transferred the intellectual property to MindMed and Savant Addiction had no other assets, it was now a drug development corporate vehicle without a drug.

184. Section 11.01 of the Savant Addiction Operating Agreement specifically provides that this kind of exchange warrants dissolution:

*The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events: (a) The determination of a majority in interest of the Members to dissolve the Company; (b) **The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company;** or (c) The entry of a decree of judicial dissolution under § 18-802 of the Delaware [Limited Liability Company] Act.*

(Emphasis added.)

185. Instead of distributing the shares to the Savant Investors and winding down Savant Addiction—as he was required to do—Hurst contributed the 55 million MindMed shares to Savant Addiction.²

186. Not only was this transfer in bad faith because it was intended to benefit Hurst at the expense of the Savant Investors, but it also contravened the Savant Addiction operating agreement.

187. By placing the MindMed shares in Savant Addiction, Hurst changed the business from a drug-development company to a stock-management company, a new enterprise in which Hurst had no expertise.

188. Under § 7.02(b) of the operating agreement, such a change in business could only take place if authorized by the vote of a majority-in-interest. Once again, Hurst did not call for such a vote.

189. Instead, Hurst fraudulently misrepresented to Savant members that he did not need approval from the members of Savant Holdings to sequester the MindMed shares in Savant Addiction Medicine, as stated in shareholder letter of August 16, 2019 (Ex. 35),³ and the Foundation Agreement (Ex. 34), which again had been witnessed only by non-Savant member Forte.

190. The sequestering of shares in Savant Addiction also violates the operating agreement, since under § 11.01, Savant Addiction should be dissolved when “substantially all” its assets have been sold (Ex. 17, 1 App. 203).

² In fall of 2019, Hurst had the 55 million shares converted to 550,000 “multiple voting shares,” each equivalent to 100 Class A common shares. The process of reconverting multiple voting shares back to common shares was a complicated and time-consuming process because plaintiff and other Savant Investors are U.S. citizens, while MindMed is a Canadian company. For simplicity, this complaint refers throughout to the equivalent number of common shares.

³ Hurst wrote to Savant members that “your equity interest in MMED will be held by Savant for the foreseeable future.” (Ex. 35, 2 App. 355.)

1 191. By improperly sequestering the MindMed shares in Savant Addic-
2 tion, which he controlled, Hurst claimed he gave himself the right to vote all
3 55,000,000 MindMed shares. He did so to control the voting rights of the
4 MindMed shares and thus control the MindMed board of directors, including to
5 continue his misappropriation of trade secrets with Turnbull, as discussed be-
6 low.

7 192. Hurst further cemented control by causing Savant Addiction to
8 agree—without approval of a majority of the Savant Addiction members—to
9 subject the 55,000,000 MindMed shares to a two year lock-up agreement with
10 Canaccord, the investment banker involved in the transaction (Ex. 36, 2 App.
11 357). Accordingly, the shares could not be sold for up to two years.

12 193. Hurst falsely represented that the lock-up agreement gave him con-
13 trol to vote the MindMed shares for two years since the MindMed shares would
14 slowly unlock on the following schedule: 10 percent of the shares were to be re-
15 leased from lock-up in September 2020, 10 percent in March 2021, 10 percent in
16 September 2021, and the remaining 70 percent in March 2022.

17 194. This was untrue: Although the shares were locked up and could not
18 be sold outright, they still had voting rights.

19 195. Moreover, the 55,000,000 shares constituted a sufficiently large bloc
20 to control the MindMed board and shareholder votes during the lock-up period.
21 As Hurst put it in an October 19, 2020 e-mail to Freeman (Ex. 37, 2 App. 361):

22 So as I understand the situation, even though the Savant
23 block is not a majority, as votes go in Canada I've been told
24 that a 20% block generally controls the outcome of a share-
25 holder vote, which means that Savant likely now controls the
26 board membership and any other issue that might require a
27 shareholder vote in the future. . . . Once the shares are dis-
28 tributed, unless there is a voting rights agreement we likely
give up that control.

1 196. Since generally less than 40% of shareholders vote in a start-up bio-
2 technology's annual general meeting, Hurst realized that Savant Addiction's 55-
3 million-share voting bloc effectively controlled MindMed's board of directors.

4 197. Since the shares belonged to the Savant Investors, they should have
5 at least been given the right to vote the shares while they were held by Savant
6 Addiction.

7 198. Hurst purposefully deprived them of that right.

8 199. In addition, to maintain control of the Savant voting bloc, Hurst in
9 the fall of 2019 had the 55 million shares converted to 550,000 "multiple voting
10 shares" (MVS), each equivalent to 100 Class A common shares (Ex. 38), which
11 further prevented shares from being distributed to and sold by Savant mem-
12 bers.

13 200. Although Hurst claimed that MVS was done for tax reasons, this is
14 false; there is a tax disadvantage to the conversion.

15 201. Hurst also misrepresented that MindMed required conversion to
16 MVS for U.S. citizens, but this is also untrue: Rahn, an initial MindMed inves-
17 tor and U.S. citizen, was not required to convert all his MindMed shares to
18 MVS.

19 202. There was only one reason Hurst converted MindMed common
20 shares to MVS: to exert further control over the Savant voting rights. The pro-
21 cess of reconverting multiple voting shares back to common shares was a com-
22 plicated and time-consuming process because plaintiff and other Savant Inves-
23 tors are U.S. citizens, while MindMed is a Canadian company, and because once
24 converted to MVS, the MindMed bylaws prevented conversion back to common
25
26
27
28

1 shares for almost a year. During that time the MindMed stock dropped precipi-
 2 tously (Ex. 38), costing Savant members tens of millions of dollars.⁴

3 203. The voting rights of shares have a monetary value (Ex. 40).

4 204. These rights were especially valuable to Freeman, as the largest
 5 MindMed shareholder, who should have had significant input into the company,
 6 and also as an employee—including through stock options and bonuses—value
 7 that would have been maintained had he been able to exercise the voting rights
 8 to his shares.

9 205. This value should have gone to Freeman and the Savant members,
 10 not Hurst.

11 206. Instead, with Hurst's control over the Savant Addiction voting bloc,
 12 just 11.55% of the Savant Addiction members (i.e., the direct Savant Addiction
 13 investors, such as Turnbull, who were not in Savant Holdings), and thus Hurst
 14 as managing member, controlled 100% of the MindMed voting shares.

15 207. Hurst conspired with Ng to mislead Freeman and the Savant Inves-
 16 tors and enrich himself with the value of those voting rights.

17 **6. *Hurst Wields his Control Over MindMed***
 18 ***to the Company's Detriment***

19 208. MindMed commenced operations in the summer of 2019 with the
 20 18-MC project, acquired from Savant Addiction.

21 209. The final MindMed transaction closed with Hurst as its Executive
 22 Chairman and Chief Executive Officer.

23 210. In the fall of 2019, Hurst informed Freeman that he was working
 24 with Turnbull's company on another psychedelic drug, psilocybin, and that he
 25 was helping the company prepare for an FDA meeting.

27 ⁴ For simplicity, this complaint refers throughout to the equivalent number of
 28 common shares.

1 211. Freeman, Rahn, and Latchman confronted him to ascertain why
2 MindMed's CEO was working with a competitor.

3 212. Hurst falsely represented that it was a "collaboration" that
4 MindMed would ultimately benefit from because MindMed would acquire the
5 psilocybin project.

6 213. He also repeated his previous claim that the BOL-148 project was a
7 collaboration between Savant and Turnbull, and that it also would come to
8 MindMed.

9 214. Freeman asked why he was working with a competitor. Hurst re-
10 sponded that "Carey is my partner like you."

11 215. Freeman then told Hurst that it was a conflict of interest to be CEO
12 of both Savant and MindMed while at the same time partnering with a com-
13 pany developing the same drugs as MindMed. Freeman further stated that
14 Hurst had to make a choice: either continue as CEO of Savant/MindMed or re-
15 sign and officially join Ceruvia.

16 216. Hurst did neither. Instead, within a few months he removed Free-
17 man from the MindMed executive committee.

18 217. Insulated by the power he possessed through the Savant voting bloc
19 of the 55,000,000 MindMed shares, Hurst doubled down on surreptitiously as-
20 sisting Ceruvia.

21 218. According to public filings, in the second quarter of 2020, MindMed
22 began its investigation of LSD for the treatment of anxiety disorder and cluster
23 headaches, which it named "Project Lucy."

24 219. In addition, as MindMed's Chief Medical Officer, Freeman devel-
25 oped a BOL-148 drug program that generated its own intellectual property at
26 MindMed, independent of the Sewell patent and other BOL-148 assets stolen by
27 Hurst and Turnbull for Savant TAC (later Ceruvia).

28

1 220. In other words, since BOL-148 had applications other than what
2 was developed for Savant TAC/Ceruvia based on the Sewell patent, the
3 MindMed program was entirely new and independent of the Sewell intellectual
4 property.

5 221. Freeman agreed to work on the project for MindMed only because
6 Freeman had an equity stake in MindMed and was part of MindMed manage-
7 ment that would develop the BOL-148/LSD technology.

8 222. The success or failure of the BOL-148/LSD program was thus di-
9 rectly linked to Freeman's position within the company, his influence over the
10 direction of MindMed, and the salary, bonus, equity, and other incentives that
11 would come with the program's success.

12 223. It was a valuable MindMed program, and Hurst and Turnbull knew
13 it. Robert Barrow, the current CEO of MindMed called it "blockbuster." (Ex. 41,
14 2 App. 427)

15 224. In connection with Project Lucy, the BOL-148 program, and other
16 drug-development programs, Hurst hired and placed in critical roles at
17 MindMed persons affiliated with Ceruvia, including Kathleen Monroe (Cer-
18uvia's COO), Jeanne Bonnelle (head of Ceruvia's quality control and CMC), Don
19 Gelhert (a Ceruvia consultant), Judy Ashworth (in charge of clinical and regula-
20 tory strategy at Ceruvia), and Jack Henningfield (an advisor on regulatory af-
21 fairs at Ceruvia) (Ex. 42).

22 225. These Ceruvia consultants and employees controlled the destiny of
23 MindMed's LSD and BOL-148 drug-development programs and had access to
24 MindMed's intellectual property.

25 226. Similarly, Hurst connected Ceruvia with Dr. Matthias Liechti, a
26 MindMed consultant studying LSD and BOL-148 who ran MindMed's Center of
27
28

1 Excellence for psychedelics in Switzerland, so that Turnbull's company could
2 work with Dr. Liechti on BOL-148.

3 **7. *Hurst and Turnbull Conspire to Force***
4 ***Freeman out of MindMed***

5 227. Freeman became MindMed CMO in July 2019, but was not a
6 MindMed director.

7 228. Hurst and Turnbull wanted to use MindMed to further their crimi-
8 nal enterprise and misappropriate trade secrets, and they ultimately decided
9 that Freeman stood in the way and needed to be eliminated.

10 a. **REASON 1 FOR FREEMAN'S ELIMINATION: MINDMED'S**
11 **UNSAFE HUMAN TRIALS**

12 229. After MindMed's formation, Freeman learned that Hurst had mis-
13 led MindMed investors, including co-founder Leonard Latchman, about the
14 market readiness of the drugs they were testing.

15 230. Hurst falsely claimed that one of the drugs, 18-MC, the drug sold to
16 MindMed, was ready to enter phase 2, the efficacy evaluation phase with hu-
17 man test subjects. In fact, the FDA had restricted 18-MC to low doses in hu-
18 mans in phase 1 pending additional animal safety studies.

19 231. MindMed acknowledges this in its complaint, discussing the "Full
20 Clinical Hold" and the requirements for overcoming it; additional animal safety
21 studies.⁵

22 232. Awaiting these animal studies, Freeman as CMO initiated a low-
23 dose phase 1 safety study in humans in March 2020, limited dosing to 16 milli-
24 grams a day or less. (Ex. 44, 2 App. 474.)

25
26
27 ⁵ Hurst and MindMed bought Latchman's silence (without disclosing the pay-
28 ment to the public shareholders). (Ex. 43.)

233. In June 2020, Freeman canceled the ongoing 18-MC trials based on safety concerns raised by the FDA as the additional animal safety studies had not been done. (Ex. 45.)

b. REASON 2 FOR FREEMAN'S ELIMINATION: LSD MANUFACTURING CRISIS

234. Part of Hurst's and Turnbull's plan was to concoct a manufacturing crisis in obtaining LSD for MindMed's clinical trials as a pretext for MindMed to transfer trade secrets and other intellectual property to Ceruvia.

235. But Freeman, who as MindMed's CMO was working on the drug assets, would have avoided such a crisis and prevented this theft of trade secrets.

236. Hurst and Turnbull knew that Freeman had already located a source for pharmaceutical-grade LSD from a Swiss company, LipoMed, so Hurst actively discouraged Freeman from doing so.

237. Freeman was working on the two MindMed drug programs, MM-120 (LSD) and BOL-148, whose trade secrets and other intellectual property Hurst planned to steal for Ceruvia, just as he had done with the BOL-148/LSD program at Savant.

238. Finally, as an officer and member of MindMed management, but not a director, Freeman would have had substantial influence in any decision regarding MindMed's intellectual property.

c. REASON 3 FOR FREEMAN'S ELIMINATION: FREEMAN'S WORK ON THE BOL-148 PATENTS

239. Freeman was also working on the drug BOL-148 for MindMed, creating proprietary trade secrets for MindMed independent and separate from the Savant BOL-148 program.

240. In the spring of 2020, Freeman was writing a MindMed BOL-148 patent. (Ex. 46.)

1 241. On May 25, 2020, Rahn told Freeman to file the BOL-148 patent,
2 but Hurst blocked the patent filing.

3 242. On June 1, 2020, two weeks before Freeman's removal as CMO,
4 Freeman asked Rahn what had changed.

5 243. Rahn explained that MindMed's patent counsel was conflicted be-
6 cause he also worked for Turnbull on BOL-148, and Rahn needed to work the
7 conflict out with Hurst. (Ex. 46.)

8 244. At the time, because of Hurst's and Turnbull's misrepresentations,
9 Freeman believed that Turnbull's work on BOL-148 did not involve Savant
10 trade secrets.

11 245. Freeman's actions on the BOL-148 program, which would have re-
12 sulted in a patent for MindMed, were interfering with Hurst's schemes to mis-
13 appropriate MM-120 (LSD) and BOL-148 intellectual property for Ceruvia's ex-
14 clusive use.

15 d. HURST ORCHESTRATES UNSUBSTANTIATED AND
16 NONACTIONABLE WORKPLACE COMPLAINTS

17 246. For all these reasons, Hurst and Turnbull implemented a plan to
18 eliminate Freeman from his role at MindMed by interfering with his employ-
19 ment agreement.

20 247. On May 20, 2020, Rahn revealed that Carol Nast, MindMed's COO,
21 was spreading unsubstantiated allegations that Freeman was abusing his staff,
22 despite her admission to Rahn that she had not spoken to Freeman or initiated
23 any administrative protocols, and that she had no evidence.

24 248. Hurst also arranged for Kathleen Monroe—simultaneously the LSD
25 project manager at MindMed and an employee at Ceruvia (Ex. 42)—claimed
26 that Freeman had yelled at one of his staff, Jason Summa, during a clinical
27 meeting that Monroe was attending. Although Summa lodged no complaint,
28 Monroe did.

249. Hurst realized, however, Monroe’s complaint as it stood was not actionable, and Monroe was unwilling to escalate the complaint to something actionable, such as a false claim of sexual harassment.

e. HURST AND TURNBULL EXTORT FREEMAN’S
RESIGNATION UNDER THREAT OF “CORPORATE THEFT”

250. Hurst and Turnbull therefore resorted to extortion. They arranged to have Hurst accuse Freeman of corporate theft on the basis that Freeman accepted a \$100,000 sign-on bonus that Hurst and MindMed’s CFO had personally approved.

251. Hurst even threatened to have Freeman arrested for corporate theft, and MindMed’s outside counsel supported the criminal threats.

252. To avoid this blackmail, Freeman ultimately entered into a confidential separation agreement effective September 8, 2020, which if enforceable cost Freeman his job as MindMed CMO—along with salary, benefits, and half of his promised stock options—and subjected Freeman to the agreement’s release, confidentiality, and nondisparagement provisions, which MindMed has invoked to sue Freeman for statements made during a proxy campaign.

253. Hurst’s extortive threats were pretextual, as evidenced by the timing of Freeman’s administrative suspension—just hours after Freeman canceled the ongoing 18-MC trials based on safety concerns. The timing of Hurst’s actions suggests that Freeman’s safety concerns was one of the reasons that cost him his position.

254. Freeman suspension lasted from June 15, 2020 until September 8, 2020, during which MindMed purportedly was investigating the claims against Freeman.

255. Hurst falsely represented that he would “decline[] to take part in the investigation” because of his conflict of interest with the Savant Entities (Exs. 47, 48.)

1 256. This created the false impression that when Freeman was pre-
2 sented with a separation agreement that—to preserve his reputation and avoid
3 criminal accusations—Freeman had no choice in accepting, Hurst was unin-
4 volved and there was an independent investigation.

5 257. In addition, at the time Freeman was unaware that both Hurst and
6 Monroe were employees and/or equity owners at Ceruvia, MindMed’s competi-
7 tor.

8 258. This fraudulent veneer of independence and impartiality created by
9 Hurst’s misrepresentations induced Freeman to sign the separation agreement.

10 259. In fact, Freeman later learned that Hurst, far from recusing him-
11 self, had personally led the effort to terminate Freeman’s employment, clearing
12 the path to transact with Ceruvia.

13 260. Had Freeman been able to show that Hurst had not recused himself
14 and personally sought Freeman’s ouster to facilitate a transfer of MindMed
15 trade secrets to Ceruvia, Freeman would have exposed Hurst’s fraud and not
16 signed the separation agreement.

17 261. With Freeman now silenced, Hurst immediately restarted the hu-
18 man trial despite the safety risks and hired Robert Barrow, his eventual succes-
19 sor, who in February 2021 amended the study protocol to dosing *35 times higher*
20 (325 milligrams) than what the FDA deemed safe in order to keep the 18-MC
21 program going, avoid legal issues with Latchman, and keep selling stock. (Ex.
22 49, 3 App. 531.)

23 262. In November 2020, as described in detail below, Hurst and Turnbull
24 orchestrated MindMed’s LSD manufacturing crisis, which resulted in a non-
25 compete agreement with terms highly favorable to Ceruvia to eliminate
26 MindMed as a competitor for BOL-148 and to limit MindMed’s ability to use
27 LSD.

263. A few months after Freeman's ouster, on December 7, 2020, Rahn, MindMed's Co-CEO—who had signed the separation agreement for MindMed (107B)—acknowledged that Hurst had misled MindMed's board to vote for Freeman's suspension. (Ex. 51.)

Rahn: Your partner should not have fired you. It was a mistake on his part

Freeman: It was a mistake by the board

Rahn: The board was misled by Steve

264. Further, Rahn suggested reasons why Hurst had Freeman constructively terminated:

But it pisses me off to learn you were filing a patent and Steve shut it down. And now Carrie has a non compete with MindMed on bol 148. Steve and Carrie are bad news. They are evil. Maybe Steve pushed you out because you were working on bol-148?

(Ex. 46.)

265. Only too late did Freeman realize that Hurst had not recused himself as he had promised, after all. (Exs. 47, 48.)

266. Hurst also ultimately paid off Latchman, the lead MindMed investor in the Foundation agreement, who was threatening legal action based on a claim he was told by Hurst that 18-MC was phase 2 ready (Ex. 43). This "pay-off" was to keep Hurst's lies from becoming public.

D. 2021-2021: Hurst and Turnbull Steal MindMed's LSD and BOL-148 Intellectual Property

267. At the time of Freeman's ouster, and signing of the Separation Agreement and after, Freeman did not know that Hurst and his associates were covering up fraudulent activity at MindMed.

268. Today, it is clear that Freeman was standing in the way of his and Turnbull's scheme: not only was Freeman halting unsafe MM-110 (18-MC)

clinical trials until animal safety data could be performed, but he was working on two other MindMed drug programs, MM-120 (LSD) and BOL-148, whose trade secrets and other intellectual property Hurst and Turnbull planned to steal for Ceruvia, just as they had done at Savant.

269. The theft from MindMed even followed the pattern that Hurst and Turnbull had implemented at Savant: transferring intellectual property rights of LSD (MM-120) and BOL-148 to Ceruvia while doing everything possible to keep the theft hidden from MindMed shareholders and the investing public.

270. Freeman's termination from MindMed was central to that scheme.

1. Hurst Had Installed Ceruvia Loyalists at MindMed

271. After MindMed's formation in 2019, Hurst began packing it with Ceruvia hires, including Judy Ashworth, Kathleen Monroe (who accused Freeman of the workplace violation), Jeanne Bonelle, Jack Henningfield, Carol Nast, Robert Barrow, Carol Vallone, and Don Gelhert. These inside persons worked simultaneously for both Ceruvia and MindMed. (Exs. 42, 56–58.)

272. MindMed had been infiltrated by Ceruvia at every level:

<i>Name</i>	<i>Relationship with Ceruvia/Hurst</i>	<i>Role at MindMed</i>
Kathleen Monroe	Ceruvia COO	LSD project manager
Jeanne Bonelle	Ceruvia QA/QC	QA/QC/CMC
Judy Ashworth	Ceruvia regulatory/clinical	Regulatory/clinical
Jack Henningfield	Ceruvia regulatory	Regulatory
Carol Nast	Hurst associate	COO
Robert Barrow	Hurst/Turnbull associate	CEO
Kenneth Krisko	Hurst associate	Outside counsel at Cooley, LLP

Nico Forte	Hurst associate	Chief of staff
Carol Vallone	Hurst recruit	Board chair

273. Using their insider positions, these Ceruvia loyalists were able to obtain confidential information related to two drugs BOL-148 and LSD; both programs were spearheaded by Freeman and publicly set for clinical trials.

2. *Hurst Dissuades Freeman from Finding an LSD Manufacturer for MindMed, Creating a Crisis*

274. The main drug development program at MindMed was LSD. Accordingly, finding a manufacturer to produce clinical grade LSD for MindMed's clinical trials was critically important.

275. In April 2020, Hurst announced internally that MindMed should discontinue its efforts to find an independent manufacturer to produce pharmaceutical grade LSD for use in clinical trials, although Freeman had already identified a Swiss company, LipoMed.

276. According to Hurst, MindMed could obtain access to LSD from Turnbull because it had LSD manufacturing technology but "isn't interested in LSD."

277. He guaranteed that Onyx Pharmaceuticals, Turnbull's contract manufacturer, could produce the necessary quantities of LSD in time to maintain MindMed's clinical trial start dates.⁶

278. As previously discussed, Savant's BOL-148/LSD program, stolen by Savant TAC/Ceruvia, had identified Onyx as the manufacturer; a trade secret (Ex. 9).

279. Hurst knew for months about MindMed's problems sourcing the raw materials needed for Onyx to manufacture LSD.

⁶ Recall that Onyx's identification was one of the trade secrets that Hurst and Turnbull stole for Ceruvia from Savant.

1 subsequently the Board, that MindMed could not secure pharmaceutical grade
2 LSD in time for the start date for its clinical trials.

3 289. A delay of publicly announced clinical trials would sound the death
4 knell for MindMed's development program.

5 **3. *Hurst and Turnbull Misrepresent their***
6 ***Relationship to Sabotage MindMed's Clinical***
7 ***Trials and Extract a Non-Compete for Ceruvia***

8 290. This was also the opening for which Hurst and Turnbull had been
9 planning.

10 291. When Hurst revealed that Onyx could not supply the LSD, Hurst
11 announced a "backup": Ceruvia (then known only as CH TAC) could provide the
12 LSD.

13 292. Hurst pretended to "negotiate" an agreement in principle with
14 Turnbull at arm's length to acquire 50 grams of pharmaceutical-grade LSD
15 from CH TAC.

16 293. So MindMed's Board of Directors reluctantly agreed to purchase
17 LDS on extremely lopsided terms, from CH TAC, a company that, according to
18 Hurst, was a disinterested third party with an independent BOL-148 program
19 that happened to have available clinical grade LSD, a precursor to BOL-148.
20 But that was a lie; only a year later did the Ceruvia website go public and re-
21 veal CH TAC / Ceruvia was interested, not just in BOL-148, but in LSD itself.
(Ex. 27.)

22 294. On November 13, 2020, Hurst sent Turnbull an e-mail memorializ-
23 ing the terms of the transaction that Hurst and Turnbull negotiated, for the
24 purpose of forwarding to the MindMed Executive Committee for its approval.
25 Exhibit 60 is a true and correct copy of the November 13, 2020 e-mail.

1 295. Hurst never disclosed to the MindMed Board of Directors the con-
2 flict of interest between Hurst and Turnbull through the company Savant
3 TAC/CH TAC/Ceruvia.

4 296. Nor did Hurst disclose that he had jointly formed CH TAC / Ceruvia
5 with Turnbull, that Hurst held an equity interest in Ceruvia, and that he had
6 been paid \$500,000 as an employee of Ceruvia, some of it while also acting as
7 MindMed's CEO.

8 297. Hurst fraudulently misrepresented that he was working for Turn-
9 bull as a third-party consultant in his capacity as a Savant member when, in
10 fact, he was working as a co-founder and co-owner of CH TAC / Ceruvia.

11 298. On information and belief, Ceruvia's payments to Hurst were bribes
12 in part to secure the misappropriation of MindMed's and Savant's trade secrets.

13 299. To the contrary, Hurst and Turnbull represented that Ceruvia (then
14 known only as CH TAC), was a disinterested third party with an independent
15 BOL-148 program that happened to have available clinical grade LSD, a precu-
16 sor to BOL-148.

17 300. The e-mail's introductory statement is revealing in hindsight. Hurst
18 thanked Turnbull for "even considering letting MindMed (MMED) purchase a
19 portion of the LSD produced in the current manufacturing campaign at Onyx. I
20 know it has taken [Ceruvia] about two years to get to this point" (Ex. 60, 3
21 App. 608.)

22 301. While the recipients of the forwarded e-mail would have been una-
23 ware of this fact, the reason that Hurst knew it had taken Ceruvia "about two
24 years" to produce BOL-148 is because he had personally defrauded Nicola Sew-
25 ell into assigning the patent rights to Ceruvia back in February 2018.

26 302. With respect to the material terms, Hurst and Turnbull agreed that
27 in exchange for Ceruvia providing 50 grams of pharmaceutical-grade LSD,
28

1 MindMed would: (1) pay \$300,000 to Ceruvia; (2) agree not to manufacture
2 BOL-148 or compete with Ceruvia as to the development of BOL-148 for regula-
3 tory approval; and (3) agree not to assert any future LSD patent intellectual
4 property rights against Ceruvia, such that Ceruvia's rights to manufacture or
5 sell LSD would remain unchanged. (Ex. 60.)

6 303. This last provision was devastating because it would effectively
7 grant Ceruvia a perpetual license to manufacture, develop, and sell LSD, not-
8 withstanding MindMed's future intellectual property rights.

9 304. Hurst forwarded the e-mail to MindMed's Executive Committee and
10 gave them 24 hours to accede to the terms he negotiated with Turnbull. Hurst
11 also told a board member, who questioned the one-sidedness of the deal, to take
12 it as is or the "deal is off." Freeman was also forwarded a copy of the e-mail.

13 305. Given the impending trial start dates, and with Hurst's and Turn-
14 bull's partnership concealed, on or around November 14, 2020, at an emergency
15 board of directors meeting, MindMed agreed to this lopsided "gun-to-the-head"
16 deal with Ceruvia, despite that the third condition would effectively grant Ceru-
17 via a perpetual license to manufacture, develop, and sell LSD, notwithstanding
18 MindMed's future intellectual property rights.

19 306. The next business day, November 16, 2020, MindMed issued a press
20 release:

21 MindMed's clinical and technical operation teams are in the
22 process of producing and preparing the GMP LSD material
23 necessary to begin dosing for the Phase 2a commercial drug
trial. (Ex. 61, 3 App. 617-18.)

24 307. Rahn later summed up the deal as follows:

25 He and Carrie stole BOL from Savant shareholders. And then
26 promised it to MindMed shareholders. Now MindMed was
27 forced to sign a non compete on bol 148 . . . Due to Steve's ma-
28 nipulation

* * *

I brought it up with the board. Everyone seemed to side with Steve and voted to give Carey the non compete because we needed lsd

(Exs. 55, 60.)

308. As a MindMed Board Member put it, this transaction “g[a]ve the house away.” (Ex. 60, 3 App. 611.)

4. Hurst Arranges to Clean Up His Involvement

309. The MindMed-Ceruvia deal was a material event, according to MindMed counsel Peter Volk, who denied its existence—

MindMed informs us that MindMed does not have an agreement with Ceruvia, and if they did, they would have disclosed it (Ex. 62).

—and co-CEO Rahn, who confirmed it:

These are quite material decisions and one sided demands (Ex. 60, 3 App. 611).

310. In February 2021, Hurst resigned as CEO/Chairman of MindMed but remained as a director, and Perry Dellelce became Chairman.

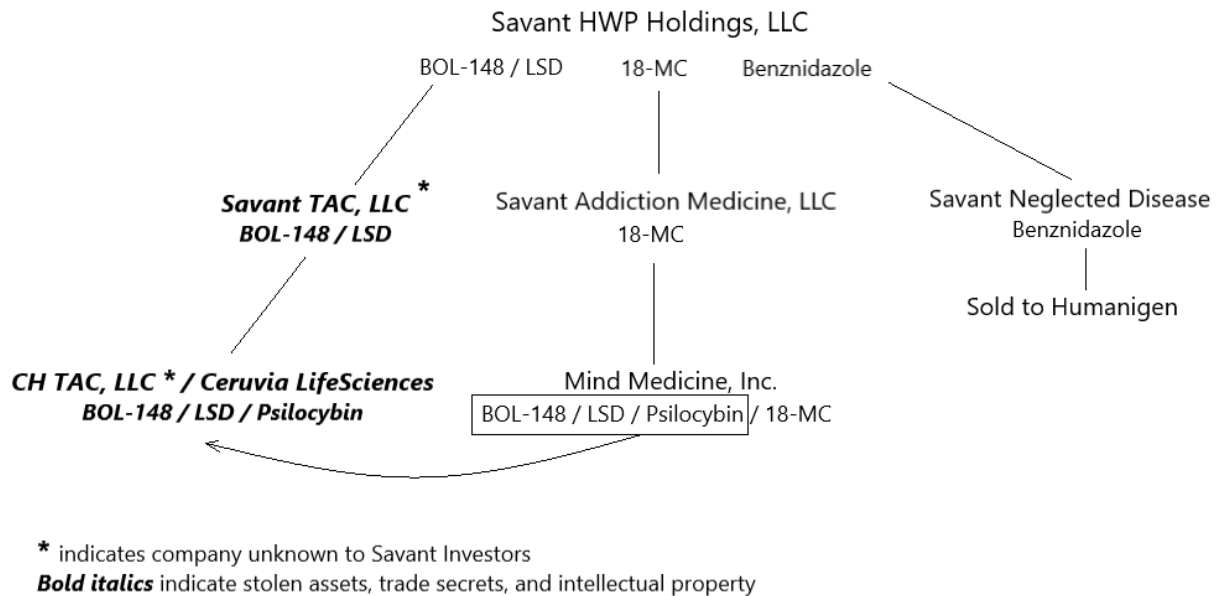
311. On information and belief, Dellelce was aware of Hurst’s relationship with Ceruvia and forced Hurst out because of his self-dealing.

312. Hurst remained as director.

313. By that time, however, the damage had been done. Hurst and Turnbull had effectively transferred all intellectual property rights for LSD and BOL-148 to Ceruvia—both from Savant, through Savant TAC, and now from MindMed.

314. MindMed continues to obscure the misconduct by recruiting board members willing not to disclose the Ceruvia agreement, despite being alerted to

this and other elements of Hurst's misconduct between 2021 and 2023. (Exs. 63–65.)



5. Ceruvia Goes Public in 2021

315. In August 2021, Freeman, for the first time, had evidence of Ceruvia's existence. He discovered Ceruvia's website: www.ceruvialifesciences.com.

316. He found that Ceruvia was a "shadow company" to MindMed, developing the same drugs and treatments: LSD, BOL-148, and psilocybin.

317. In addition, it appeared that at least five employees/consultants were either working for or had worked for both Ceruvia and MindMed.

318. The manufacturer of LSD, Onyx, which MindMed was using, was also the manufacturer for Ceruvia's LSD.

319. Freeman alerted the MindMed board of directors to this, and within months, Hurst resigned as Director of MindMed (Ex. 64).

320. MindMed was spending tens of millions of dollars to develop LSD while effectively giving Ceruvia the exclusive rights to MindMed's LSD program that would prohibit MindMed from developing BOL-148.

321. At this time, Freeman still did not know about Savant TAC or that Ceruvia was in any way connected to a Savant entity.

322. Freeman learned only in August 2022 that Hurst was a co-founder of Ceruvia who had siphoned Savant's trade secrets and other intellectual property to Ceruvia.

323. In fact, despite Hurst's and Turnbull's misrepresentations of independence, Ceruvia succeeded only by leeching off Savant and MindMed research.

324. On information and belief, when Ceruvia went public in 2021, Hurst and Turnbull were trying to arrange for its sale to MindMed: With MindMed's LSD intellectual property rights, a non-compete from MindMed on BOL-148, Savant's BOL-148/LSD trade secrets, the Sewell patent, and Onyx Pharmaceuticals as the BOL-148/LSD manufacturer, Turnbull proposed to sell Ceruvia to MindMed for \$100 million. (Ex. 27.)

6. The Misappropriation Is a Direct Result of Freeman's Elimination

325. In a series of test messages from Rahm to Freeman in December 2020, JR, who signed the Separation Agreement, for the first time suggested that Freeman may have been terminated because of his efforts on BOL-148, which Hurst wanted to misappropriate for Ceruvia. (Exs. 46, 52.)

E. 2014-Present: Hurst Uses Freeman's Loans as Leverage to Maintain Control of Savant and MindMed

326. Hurst's control of the voting bloc (55,000,000 MindMed shares) was essential to the self-dealing described above. To accomplish this, he (1) hid

information from Freeman; and (2) tried to control Freeman through loans Freeman gave to Savant Entities.

327. To prevent Freeman from exposing the fraudulent schemes Hurst was concocting, Hurst used his position as CEO of Savant Inc. and managing member of Savant Holdings (and through that position, control over Savant Addiction)—and the discretion he had in repaying corporate debt—as leverage over Freeman.

1. Freeman's Loans

328. These are the loans Freeman provided to the Savant Entities.

Savant Inc.	\$195,000
Savant Addiction	\$450,000
Savant Neglected Disease ⁷	\$150,000

329. Between 2010 and 2012, Freeman lent \$195,000 to Savant Inc.

330. In 2013, Savant Inc. received a grant from the National Institutes of Health (NIH) to perform pre-clinical studies on 18-MC that would enable the Savant Entities to submit an independent new drug (IND) application.

331. The grant covered the period from September 30, 2012 to August 31, 2015, for a total of about \$6.5 million, with the bulk of the money being distributed in 2013 and 2014.

332. In 2014, the Savant Entities received about \$3.6 million, with about \$1.2 million in indirect costs from September 1, 2013 to August 31, 2014 (Ex. 66).

⁷ Freeman's loan to Savant Neglected Disease is not part of this litigation.

1 333. From April through August 2014, Freeman, through his revocable
2 Trust, lent Savant Addiction an additional \$450,000 (the second of Freeman's
3 loans).⁸

4 334. Freeman did so because, according to Hurst, the indirect costs of
5 about \$600,000 from the grant period of September 1, 2013 to August 31, 2014
6 would be received between September and December 2014 (Ex. 67).

7 335. The Savant Entities issued multiple promissory notes (the "Notes")
8 and warrants (the "Warrants") to the Trust for the second loan. According to
9 Hurst, the Notes and Warrants were a bridge loan to cover the Savant Entities'
10 operating expenses until Savant received a \$620,161 grant payment from the
11 National Institutes of Health.

12 The "Warrant Coverage Amount" means that amount which
13 equals 100% of the principal amount of the note; provided that
14 in the event the note has not yet been prepaid in whole prior
15 to September 30, 2014, the "Warrant Coverage Amount"
16 means that amount which equals 200% of the principal
17 amount of the Note; provided further, that in the event the
18 Note has not yet been prepaid in whole prior to January 1,
19 2015, the "Warrant Coverage Amount" means that amount
20 which equals 300% of the principal amount of the Note.

21 336. Since Savant was essentially guaranteed to receive the \$600,000 in
22 indirect costs from the NIH by January 1, 2015, the interest was 0.28% per an-
23 num.

24 337. Therefore, the repayment structure tiers the warrants over that
25 four-month period, September 2014 to January 2015, the timeframe when Sa-
26 vant would receive the NIH money.

27 ⁸ At the time, Freeman also loaned \$150,000 to Savant Neglected Disease (the
28 third of Freeman's loans). The third loan was extinguished when Freeman pur-
chased Savant Neglected Disease in May 2019.

1 **2. *Hurst Causes Savant's Default***
2 ***on the Notes and Warrants***

3 338. When Savant received the \$600,000 in December 2014, however,
4 Hurst told Freeman that the money was already spent in Savant Addiction, so
5 he could not then repay the loan.

6 339. When Freeman complained about poor company management,
7 Hurst forced Freeman to resign as a director from Savant Inc. (Ex. 68).

8 340. Hurst nonetheless reiterated his and Freeman's partnership agree-
9 ment of splitting all compensation—including equity and salary—equally. (Ex.
10 2.)

11 341. In December 2014, the Savant Entities received the grant payment.

12 342. Despite this cash infusion, Hurst claimed that he was still unable to
13 pay Freeman the balance of the Notes.

14 343. In or around June 2016, Savant received approximately \$3.5 million
15 from the sale of the rights to the drug benznidazole, which were held by Savant
16 Neglected Disease.

17 344. Hurst used a portion of the money to pay off all of the Savant Enti-
18 ties' debts and loans (including Hurst's own loan) except for Freeman's loans.
19 Hurst continued to string Freeman along using the outstanding loans as lever-
20 age over him.

21 **3. *Hurst and Freeman Reach***
22 ***an Accord and Satisfaction***

23 345. Around the time of the MindMed transaction, Freeman demanded
24 repayment of his outstanding loans. Since MindMed had no cash, to avoid bank-
25 ruptcy, Hurst used the MindMed shares to negotiate a settlement. Hurst and
26 Freeman entered an accord and satisfaction of the outstanding debt that Savant
27 owed to Freeman (including the \$195,000 loaned to Savant Inc., plus accrued
28

1 interest, and the Savant Addiction Notes and Warrants) whereby Hurst agreed
2 to transfer MindMed shares from Savant Addiction to Freeman.

3 346. Initially, the parties agreed to 4,500,000 MindMed shares to resolve
4 the Savant Addiction Note, but later amended that agreement to 5,000,000
5 shares, which also reflects the resolution of the Warrants and the \$195,000 Sa-
6 vant Inc. loan. In other words, the \$450,000 loan to Savant Addiction was to be
7 paid based on \$0.10 a share, and the additional \$195,000 loan to Savant Inc.
8 (with interest and warrants) was to be paid at a significant discount, just
9 500,000 shares (instead of 1.95 million).

10 347. This agreement is memorialized and acknowledged by Hurst in
11 multiple e-mails between Hurst and Freeman and other written communica-
12 tions.

13 348. Hurst misrepresented to Freeman that the MindMed shares were
14 valued at \$0.10 USD per share. In fact, the shares were only worth \$0.10 CAD,
15 which would have been worth \$0.058 USD, for a total of more than 8.62 million
16 shares.

17 349. The 5,000,000 MindMed shares to be transferred to Freeman were
18 therefore supposed to be worth approximately \$500,000, a significant discount
19 on Savant's debt to Freeman (\$450,000 + \$195,000 + Warrants + interest).

20 350. In addition to the discount, Freeman also assumed the risk of a loss
21 in value of the MindMed Shares because MindMed was a start-up biotech com-
22 pany with a high risk of failure.

23 351. Nevertheless, Freeman accepted the discount and risk of loss be-
24 cause he believed the MindMed Shares would appreciate and be worth more in
25 the future.

352. Freeman recognized the risk he was taking on, as memorialized in an October 3, 2019 e-mail to Hurst, where he noted this was a “final transaction”: (Ex. 69)

In other words, if for instance when the 4,500,000 MMED shares are released to me in 6-24 months, the time I can sell these shares, the value of MMED has become \$0.00 per share, I am NOT entitled to anymore shares or any money to compensated for lost value.

4. *Hurst Delays Performance to Maintain His Power to Exercise the MindMed Shares*

353. Hurst never subsequently denied the existence of this accord and satisfaction or its essential terms.

354. For example, in an e-mail dated June 29, 2020, Hurst acknowledged the existence of the settlement, which merely needed to be documented by Savant’s outside counsel in the company’s capitalization table.

355. Nevertheless, Hurst acknowledged that he was delaying transfer of Freeman’s MindMed shares to maintain his personal voting bloc:

Note that the Cap Table does not include the additional shares to be issued to you in consideration of your loan and warrant settlement from last June. I spoke with Dorsey about this a few weeks ago and they know we still have to document this. Since there are no planned distributions in the near future I’ve not pressed the issue with Dorsey or you. In my mind, it’s more important to hold the voting block for the next year at least.

(Ex. 70.)

356. Hurst conceded the same point in a September 8, 2020 e-mail but linked the re-payment of the loan to maintaining the voting bloc:

As I mentioned before, I believe that it would be a strategic mistake to break up the voting block with respect to locked up shares and will be working with counsel to address this issue. We need to document the 5 million MMED shares you’ll receive for the settlement of the warrants and loans back in

1 June as this will impact the pro rata distribution to all the
2 other MMED members.

3 (Ex. 71.)

4 357. Freeman demanded that Hurst distribute the 55 million MindMed
5 locked shares to the Savant members.

6 358. On September 9, 2020, Hurst agreed, stating that with Freeman's
7 additional 5 million shares (or 50,000 MVS), was MindMed's largest single
8 shareholder (Ex. 37):

9 Your pro rate share of SAM distribution will be approximately
10 155,556 multiple voting shares, plus the 50,000 additional
11 settlement shares makes you MMED's largest single share-
12 holder I've been told that . . . Savant likely now controls
13 board membership . . . Once the shares are distributed, unless
there is a voting rights agreement we likely give up that control.

14 359. On September 18, 2020, Hurst informed Freeman that he would
15 send the paperwork for the loan shortly: "I have the draft of the settlement
16 agreement for your notes and warrants and should have that to you in the next
17 few days." (Ex. 72.)

18 360. But this was another misrepresentation.

19 361. As Freeman had correctly foreseen, the price of MindMed's shares
20 had skyrocketed since the June accord and satisfaction.

21 362. This made honoring of the accord and satisfaction more expensive
22 than repaying Freeman the Note and Warrants.

23 363. Moreover, Hurst needed Freeman's shares to continue controlling
24 MindMed through Savant Addiction.

25 364. If Freeman received the five million shares, he would become
26 MindMed's "largest single shareholder," which would effectively deprive Hurst
27 of his power at MindMed.

1 **5. *Hurst Reneges on the Accord and Satisfaction***

2 365. On October 14, 2020, Hurst for the first time expressed doubts
3 about honoring the parties' accord and satisfaction.

4 366. Responding to Freeman's inquiry about "the final paperwork on the
5 5,000,000 shares for the loan," Hurst wrote that it "[w]ill require further discus-
6 sion and you will need tax advice. Share value now far exceeds loan and war-
7 rant value we agreed to last June when the share price was 10 cents." (Ex. 73.)

8 367. When pressed by Freeman for clarification on when the shares
9 would be transferred, Hurst resorted to obfuscation and delay.

10 368. On July 16, 2021, after about 11,000,000 MindMed shares had been
11 unlocked—more than twice the number of shares owed to Freeman—Freeman's
12 counsel sent a demand to Hurst for distribution of the shares pursuant to the
13 terms of the accord and satisfaction. (Ex. 74.)

14 369. Despite the extensive paper trail documenting the accord and satis-
15 faction, Hurst refused to honor the agreement he had reached with Freeman. At
16 the time, MindMed stock was trading at about \$4 per share.

17 370. Had Hurst honored the agreement, the shares owed as part of the
18 accord and satisfaction would have been released along with the first tranche of
19 unlocked founders shares, and Freeman would have sold MindMed shares at
20 that peak price.

21 371. Hurst, at all times, had the ability not only to put the accord and
22 satisfaction to a vote of the members, but to ensure that the agreement was exe-
23 cuted as promised because Hurst and Freeman together constituted a majority
24 of Savant Addiction and Savant Inc.

25 372. Savant's counsel, Ng, responded on Hurst's behalf by denying, for
26 the first time, the existence of the accord and satisfaction on the purported
27 ground that the agreement had never been formally documented. (Ex. 75.)
28

373. Instead, Savant counsel Dorsey & Whitney sent Freeman checks for a total of \$459,401.68 claiming that is what Savant owed Freeman for the 2014 loans and warrants: \$450,000, plus interest. Freeman did not cash the checks. (Ex. 76.) In other words, in June 2019, when Freeman demanded repayment of his loans, since Savant Addiction did not have cash and wanted to avoid bankruptcy, Hurst agreed to 5,000,000 MindMed shares which were locked up for two years. Hurst then dragged out the loan agreement paperwork for two years, until the shares unlocked and he could sell them, and then attempted to disclaim that he had ever agreed to pay Freeman in MindMed shares, which had become more valuable shares.

374. Apart from the accord and satisfaction, Hurst and Ng have never tendered repayment of the \$195,000 founder's loan to Savant Inc.

F. 2020-2022: Hurst and Burbank Conspire to Conceal Hurst's Misappropriation and to Paper over Hurst's Self-Dealing

1. 2020-2021: Hurst Delays and Breaches Agreements to Distribute the Locked-Up MindMed Shares

375. Once MindMed became a public company in March 2020, the MindMed shares became liquid and, as noted, could have been directly distributed through Savant Addiction to the members of Savant Holdings.

376. This would have given members (1) voting rights in MindMed annual shareholders meetings, which would allow members like Freeman who owned over five percent to petition for a board seat; and (2) the ability to immediately sell their shares once they unlocked, or even sell the options to their locked shares to investment funds at discounted rates.

377. As discussed, Hurst tried to link his performance on the loan accord (distribution of 5 million shares) to Hurst's continued ability to vote those shares (Ex. 70).

1 378. In the fall of 2020, Savant Holdings’s members, tired of Hurst’s an-
2 tics, tried to get their locked shares distributed, using two approaches: either
3 (1) have a majority-in-interest of the Savant Holdings’s members vote to dis-
4 solve the company and force the distribution; or (2) get Hurst to agree to distrib-
5 ute the shares.

6 379. First, in September 2020, the majority in interest of Savant Hold-
7 ings filed a resolution to dissolve Savant Holdings in order to receive their
8 MindMed shares. (Ex. 77.)

9 380. Dissolution would have resulted in the distribution of the MindMed
10 shares to the Savant equity-holders, thereby allowing them to directly control
11 their MindMed shares.

12 381. As discussed above, the Savant Holdings and Savant Addiction op-
13 erating agreements provide for dissolution under the very circumstances at is-
14 sue here.

15 382. Section 18-802 of the Delaware LLC Act also provides that a mem-
16 ber may seek dissolution of a limited liability company “whenever it is not rea-
17 sonably practicable to carry on the business in conformity with a limited liabil-
18 ity company agreement.”

19 383. Hurst insisted that the exercise of the dissolution right was invalid,
20 and Ng supported him.

21 384. In Ng’s e-mail to Freeman’s counsel, Ng misrepresented that “[w]e
22 have not reached conclusion as to the [dissolution] notice” but that the company
23 was “nonetheless proceeding to distribute the MindMed shares to LLC mem-
24 bers.” (Ex. 78.)

25 385. In breach of the operating agreements, Hurst refused to dissolve the
26 companies.

1 386. Second, after Hurst refused to execute the dissolution resolution,
2 Freeman and Hurst reached an agreement in October 2020 to transfer all
3 locked MindMed shares to Savant Holdings members if Freeman paid \$20,000
4 in attorney fees to Peter Volk, MindMed's outside counsel, to facilitate the
5 transaction.

6 387. Freeman promptly did so.

7 388. On October 4, 2020, Volk provided the share-distribution plan (Ex.
8 115).

9 389. According to the plan, both Canaccord and NEO Exchange, a Cana-
10 dian stock exchange, agreed to allow the distribution of shares to Savant mem-
11 bers provided the Savant members agree to same lock-up as Savant Addiction
12 had:

13 Canaccord provided their informal consent I have spoken
14 a couple of times now with Dimitri Smidovich at NEO . . . ex-
15 change [NEO] would have no objection Therefore, it all
looks achievable. . . .

16 390. On October 7, 2020 (Ex. 79), Hurst confirmed this plan to distribute
17 the 55,000,000 shares to Savant members, noting that 10% of the MindMed
18 shares had already been unlocked, and the other 90% of locked shares would
19 also be distributed. Hurst thanked Freeman for agreeing to pay the \$20,000 to
20 MindMed counsel Peter Volk.

21 391. Had Hurst honored this contractual agreement and timely distrib-
22 uted the shares, as Ng said he would, Freeman would have sold them while
23 they still were at peak value.

24 392. Ng represented to Freeman's attorney in an October e-mail that
25 this issue was resolved because the \$20,000 legal fee was paid.

26 ". . . . [W]e are nonetheless proceeding to facilitate the distri-
27 bution of the MindMed shares to the LLC members since, as
28 Steve mentioned on the call, even he is interested in getting

1 things resolved and ultimately wrapped up due to the heavy
 2 administrative burden. As things stand right now, we plan to
 3 follow Peter's lead as described in his email on Sunday and
 4 hopefully we can all get the distribution moving in the time-
 line and manner he discussed." (Ex. 78.)

5 393. This was another lie. Instead of releasing the MindMed shares to
 6 Savant's members as agreed in October 2020, Hurst retained control over the
 7 MindMed shares so that he could continue his self-dealing with Turnbull and
 8 CH TAC (Ceruvia) in November 2020, as was described above.

9 394. On October 14, 2020, realizing that Freeman would not agree to
 10 give Hurst the voting rights to the distributed shares, Hurst halted the release
 11 of the MindMed locked shares (Ex. 73, 4 App. 725), misrepresenting the reason
 12 for the delay:

13 Still working on the Medallion Guarantee....was told another
 14 3-5 business days...

15 395. Later, when questioned about this delay, Hurst and Volk demurred
 16 that they were too busy raising money for MindMed.

17 396. Eventually, Hurst falsely stated that Canaccord had not agreed to
 18 the plan—"Canaccord has not moved off the lockup and has never agreed to do
 19 anything other than entertain the idea" (Ex. 80)—even though it had already
 20 "provided approvals for the transfers as long as the lock-ups stay in place" (Ex.
 21 116).

22 397. Freeman only later learned that Hurst still needed the Savant Ad-
 23 diction voting block through to maintain control of the MindMed board during
 24 the LSD manufacturing crisis in November 2020, to execute his plan with Turn-
 25 bull to misappropriate MindMed's trade secrets and intellectual property to Ce-
 26 ruvia.(Ex. 60.)

27 398. This self-dealing occurred one month after Ng stated the shares
 28 would be transferred "in the timeline and manner he discussed."

1 399. In October 2020, Freeman alerted Savant members by addressing
2 the issue of Hurst's self-dealing in an e-mail to Hurst and Ng.

3 400. In December 2020, Freeman requested a face-to-face meeting to try
4 to "resolve things," referring to the broader issues involving Savant, and Hurst's
5 inaction on distribution.

6 401. In September 2021, Ng and Dorsey & Whitney, rather than investi-
7 gating the allegations, wrote Freeman a cease-and-desist letter and tried to dis-
8 claim the settlement and instead tender the original loan with nominal interest.
9 (Ex. 82.)

10 402. On April 13, 2022, they began falsely claiming that this reference to
11 "resolv[ing] things" proves that there was no meeting of the minds for the loan
12 accord and satisfaction for 5 million MindMed shares. (Ex. 83.)

13 **2. 2021: Hurst Votes the Shares in His Personal Interest**

14 403. As a result of Hurst's bait-and-switch in blocking the distribution of
15 MindMed shares, Hurst was able to vote the Savant Addiction bloc himself at
16 the 2021 MindMed annual general meeting.

17 404. In fact, Hurst, upon his resignation in January 2021 as MindMed
18 CEO, entered into a severance agreement with MindMed, which required him
19 to vote the Savant Addiction bloc with MindMed management.

20 405. This not only deprived Freeman and the other Savant members of
21 their valuable voting rights, but conferred on Hurst a personal benefit—the sev-
22 erance package to which he would have otherwise not been entitled—at the Sa-
23 vant Holdings members' expense.

1 **3. 2021-Present: Hurst Retains a Friendly Trustee to**
2 **Paper Over His Self-Dealing**

3 a. HURST RESIGNS FROM SAVANT ADDICTION AND
4 FALSELY PROMISES INDEPENDENCE AND
5 ACCOUNTABILITY

6 406. On October 16, 2021, Freeman e-mailed Hurst, Ng, and Savant
7 Holdings members, questioning the potential conflict of interest between Hurst
8 and Turnbull, and what Ng knows about it. (Ex. 81.)

9 ... the BOL-148 project was a Savant drug and Carey Turn-
10 bull was an investor, but somehow the project is now at Ceru-
11 via Life Sciences which Carey Turnbull owns and Steve has
12 worked for. In addition, as discussed in my last email to the
13 Board of MindMed, there may have been some deal that Steve
14 orchestrated with Ceruvia in November 2020 which may also
15 have involved BOL-148 (and LSD) We also need to un-
16 derstand what Evan Ng knew about Carey Turnbull and Ce-
17 ruvia and was Evan an enabler . . .

18 407. October 25, 2021, Hurst reiterated that he would release audited fi-
19 nancial statements when the audit is complete (Exs. 84, 85):

20 I still do not have an audit date set but will let you know once
21 that has been scheduled. All members will receive a copy of
22 the final audit report once complete.

23 (Ex. 84.)

24 This means that audited financials will be prepared and dis-
25 tributed to all members in 2022

26 (Ex. 85, 4 App. 778.)

27 408. October 12, 2021, Hurst represents that members will have their
28 MindMed shares to vote in the Mindmed 2022 AGM.

 Finally, while Scott has made a point of pointing out to
 members that I have voting control of undistributed shares,
 the next AGM for MindMed is not until May next year (un-
 less there is some extraordinary event) so there is no im-
 pact on your voting rights expected prior to any distribution
 regardless of the timing at present.

1 (Ex. 86.)

2 409. Aware of the weakness of his position with Freeman's loan, the self-
3 dealing with Turnbull, the representations he made to Freeman and Savant
4 members in regard to releasing audited books and records and voting rights for
5 the 2022 MindMed AGM, in December 2021, Hurst attempted to distance him-
6 self from the dispute with Freeman and, as he had done at MindMed, resigned
7 as managing member of Savant Addiction.

8 410. Instead, Hurst devised a new scheme: bring in new counsel, Olson,
9 to replace Ng, and a "liquidating trustee," to replace Hurst.

10 411. Hurst retained a friendly trustee, Burbank, to wind down Savant
11 Addiction, in an effort to hide the books and records which Savant members had
12 been requesting and distribute his shares based on the fraudulent capitaliza-
13 tion tables that do not include Savant TAC, the 2012 Turnbull deal, or Belga's
14 back dated options.

15 412. With Burbank, rather than Hurst, dissolving the company, Hurst
16 would to all appearances receive his MindMed shares from an "independent liq-
17 uidating trustee"—ostensibly limiting Hurst's own liability as well as that of
18 the trustee, who could claim ignorance and immunity under Delaware law.

19 413. In addition, having Burbank alone review the books and records en-
20 abled Hurst to exit his commitment to release the books and records to mem-
21 bers.

22 414. In March 2022, Hurst resigned from Savant Holdings.

23 415. Again, Burbank was retained as a liquidating trustee to wind down
24 the affairs of Savant Holdings (Ex. 87).

25 b. BURBANK COVERS FOR HURST, HIDES BEHIND
COUNSEL, AND CONCEALS THE COMPANIES' RECORDS

26 416. In the engagement agreements, BPM LLP notes that Savant Hold-
27 ings and Savant Addiction are retaining Burbank as "Senior Managing Director
28

1 of BPM LLP” and that BPM itself, through Burbank and BPM staff, are provid-
2 ing services to Savant Holdings and Savant Addiction.

3 417. To date, members of Savant Holdings and Savant Addiction have
4 not seen the books and records, although they have been requesting them for
5 years.

6 418. In an e-mail to a select group of Savant Investors, Hurst acknowl-
7 edged that Burbank had been appointed to address the so-called “Scott [Free-
8 man] issue.”

9 419. Contrary to Hurst’s public announcement of Burbank’s independ-
10 ence, Hurst explained the reason that Burbank was selected to decide Free-
11 man’s claims (Ex. 88):

12 Since Scott appears to be confusing the Savant business with
13 some personal gripe he has with me I believe the best result
14 will be reached for all members by having the trustee resolve
15 any outstanding issues with Scott. Given the “Scott” issue, I
also believe and recommend the SAM trustee manage the
windup of Holdings.

16 420. Hurst and Burbank fraudulently misrepresented to the members
17 that Burbank was working in their interest and benefit.

18 421. When Freeman learned why Burbank had been retained, he
19 brought Burbank’s lack of independence to the attention of Savant Addiction’s
20 outside counsel, Ng.

21 422. In correspondence, Ng’s colleague, Matt Olson, the newly appointed
22 counsel for Savant Addiction and Savant Holdings, did not deny that Hurst had
23 sent the February 19, 2022, e-mail and that Burbank had been retained to de-
24 cide Freeman’s claim against Hurst.

25 423. Rather, he shrugged off Burbank’s compromised nature by claiming
26 that Freeman was merely “slinging mud.”

1 424. Olson also threatened Freeman (Ex. 82) for having allegedly “dis-
2 parag[ed]” Hurst, in an allusion to the MindMed’s separation agreement that
3 Freeman had signed under false pretenses:

4 Dr. Freeman has stated or implied to third parties like
5 MindMed, that Savant or Mr. Hurst have been acting dishon-
6 estly with respect to BOL-148 project and Ceruvia and how
7 they have somehow acted in self dealing. These statements or
8 implications are simply false and come with great conse-
9 quences.

10 425. Burbank has acted loyally to Hurst since his appointment, includ-
11 ing by denying without investigation the validity of Freeman’s claims.

12 426. On February 14, 2022, Burbank and Olson arranged to have Olson
13 send Freeman’s counsel a letter, stating that Burbank “discovered” that Free-
14 man had not cashed checks for the original loan amounts (instead of the issu-
15 ance of the 5 million MindMed shares). Burbank and Olson feigned a lack of un-
16 derstanding as to why, and asked where new checks can be sent (Ex. 89).

17 427. When Freeman’s counsel asked for contact information to communi-
18 cate directly with Burbank, Olson refused, noting that Burbank had requested
19 that all communications go through legal counsel (Ex. 90):

20 . . . [T]his firm is counsel to [Savant Addiction] and its liqui-
21 dating trustee Mr. Burbank. ABA Model Rule is therefore ap-
22 plicable. Mr. Burbank has directed me to advise you—as I did
23 in prior emails—that he prefers that all communication on
24 this matter be through counsel

25 428. Burbank continued this pattern in communications with other Sa-
26 vant Holdings members, refusing any direct communication and requiring all
27 communications through conflicted counsel Olson.

28 429. On April 13, 2022, Burbank, without conducting an independent in-
 vestigation, used Olson to simply parrot Hurst’s position about the loan accord
 and satisfaction, again fraudulently misrepresenting that Burbank was acting
 in the interests of the company’s members that “the Liquidating Trustee is

1 serving the Company and all of its members by ensuring that all just obliga-
2 tions of the Company are paid before final distributions of its assets are made to
3 its members,” and “the Liquidating Trustee is likely to consider Dr. Freeman’s
4 claim under the Promissory Notes resolved by the Tender Payments.” (Ex. 91.)

5 430. Burbank’s lack of independence is further evident in additional
6 ways. Freeman has repeatedly asked to review the books and records of Savant
7 Holdings to audit it and ensure a proper accounting.

8 431. Although Hurst previously agreed to provide access to the books
9 and records, he delayed the request for over a year because an audit supposedly
10 needed to be completed first.

11 432. The audit is apparently complete, but Hurst, Ng, and Burbank are
12 still sequestering the books.

13 433. Hurst has refused to turn over the books and records on the pur-
14 ported basis that Burbank’s appointment will constitute an independent audit.
15 In other words, Hurst is using Burbank as a tool to withhold evidence relating
16 to his self-dealing.

17 434. Perhaps even more telling, Burbank has refused to investigate any
18 of the allegations set forth herein, even after instruction by the Savant Holdings
19 members. (Ex. 97.)

20 435. Freeman has written to Savant’s counsel and Burbank about the
21 Hurst/Turnbull/Ceruvia relationship discussed above and the potential for other
22 self-dealing by Hurst at Savant Inc.

23 436. An independent trustee would plainly understand the need to inves-
24 tigate such a serious matter.

25 437. But Burbank has refused to do so. He has referred all such requests
26 to Ng’s firm, which has, in turn, declined to address the issue.
27
28

c. BURBANK BLOCKS DISTRIBUTION AND REFUSES TO
ISSUE PROXIES FOR THE 2022 ANNUAL GENERAL
MEETING

438. Burbank also fraudulently misrepresented his intent to distribute the bulk of the MindMed shares, 70% of which unlocked on March 3, 2022, in time for the June 2022 MindMed annual general meeting.

439. Hurst had previously assured Savant Holdings members in October 2021—five months before the shares unlocked—that distribution would be made before the 2022 annual general meeting (Ex. 86):

Finally, while Scott has made a point of pointing out to members that I have voting control of undistributed shares, the next AGM for MindMed is not until May next year (unless there is some extraordinary event) so there is no impact on your voting rights expected prior to any distribution regardless of the timing at present.

440. In April 2022, however, Burbank through Olson began telling members that the date of share release is unknown, even though Burbank had known for at least four months, since December 2021, that these shares were to unlock March 3, 2022 (Ex. 93).

441. Burbank had five months to set up the procedures and documents to release the shares.

442. Yet Burbank did not release the shares until July 2022, over a month after the MindMed 2022 annual general meeting.

443. Burbank continually and fraudulently misrepresented various regulatory issues as causing the delay, none of which should have taken nine months, as summarized in an e-mail after the fact (Ex. 94):

The distribution of MindMed shares from the company to you was significantly delayed by a series of regulatory, compliance, and processing issues over which I had no control.

1 444. Burbank purposely delayed the release of shares to protect Hurst
2 so that members could not vote in the MindMed annual general meeting to con-
3 trol Hurst's misconduct.

4 445. Burbank also frustrated a plan to provide proxy rights, too. In case
5 the shares could not be directly distributed, Freeman and other members re-
6 quested proxy rights to their shares in April 2022, well over a month before the
7 meeting, so that they could vote in the MindMed 2022 AGM (Ex. 95).

8 As you are aware, the MindMed annual shareholders meeting
9 is rapidly approaching. This email is requesting my proxy
rights to my shares.

10 446. Burbank, again through Olson, fraudulently misrepresented that
11 counsel would explore the issue, inducing Freeman and other Savant Holdings
12 members to believe that Burbank would do so if possible.

13 447. In fact, nothing prevented Burbank from issuing proxy rights, but
14 on May 29, 2022, just three days before the start of the annual general meeting,
15 Burbank through Olson announced that it could not be done (Ex. 96).

16 448. Burbank thus prevented Freeman and the other the Savant Hold-
17 ings members not only from getting their shares in a timely manner to sell, as
18 the MindMed share price was plummeting because of Hurst's misconduct, but
19 also from voting their shares through proxy to hold Hurst and the board ac-
20 countable.

21 449. Burbank eventually distributed some MindMed shares in July
22 2022, a month after the MindMed annual general meeting, but withheld 7 mil-
23 lion shares.

24 450. This distribution, which included distributions to Hurst, was based
25 on inaccurate and fraudulent capitalization tables, including by omitting Free-
26 man's 5 million shares.

d. BURBANK BLOCKS PROXY RIGHTS FOR THE 2023
ANNUAL GENERAL MEETING, TORPEDOING
THE PROXY CAMPAIGN FOR FREEMAN'S ELECTION

451. In August 2022, the members again requested their voting rights to those shares in a resolution so they could vote their shares in the 2023 MindMed annual general meeting (Ex. 97).

452. This request was particularly important because Freeman and other Savant Holdings members had initiated a proxy campaign to replace the MindMed directors.

453. Once again Burbank refused to issue proxy votes for the Savant Holdings members' MindMed shares, contrary to the instructions of the majority-in-interest, but rather provides a proxy to Savant Addiction (Ex. 98).

454. This time, Burbank devised a new excuse, falsely representing that it was Hurst as managing member of Savant Holdings that had the authority to vote the shares (Ex. 99):

I referred these inquiries to Stephen Hurst, who I understand can vote these MindMed shares in his capacity as Managing Member of Holdings, which in turn is the managing member of SAM

455. In reality, Hurst was no longer managing member according to the operating agreement. Burbank assumed the duties of managing member upon his appointment as liquidating trustee, as represented by Hurst (Ex. 88).

I am writing you in what I hope is my last act as managing member of Savant HWP Holdings, LLC

456. Because the Savant Addiction shares were not voted, Burbank ensured that the voting bloc would again inure to Hurst's benefit, as it had during the 2021 annual general meeting. The absence of a vote against management (which Freeman would have cast) was tantamount to a vote for management, consistent with preserving Hurst's severance and preventing Freeman from gaining control.

457. Freeman's slate narrowly lost. The shares sequestered in Savant Addiction and Savant Inc. could have helped Freeman win the election for Freeman and the other director candidates supported by Savant Holdings members.

458. Burbank continues to refuse to issue proxy rights to the MindMed shares; only proxy rights to Savant Addiction. (Ex. 99.)

e. BURBANK IGNORES THE INSTRUCTIONS OF THE MEMBERS WHOSE INTERESTS HE NOMINALLY REPRESENTS

459. Similarly, a majority-in-interest of Savant Holdings has voted on a resolution and directed Burbank to take certain corporate actions, including the production of documents that would be relevant to this case (Exs. 97, 100).

460. Even though he owes fiduciary duties to the Savant Holdings members and not Hurst, Burbank has refused to produce the documents and take actions to protect their assets.

461. Burbank has never acted as an independent liquidating trustee, but instead has acted in Hurst's best interests, as prescribed by Hurst and Olson, who was conflicted because of his firm's relationship with Hurst.

462. Burbank has acted loyally to Hurst since his appointment, including by:

a. transferring Savant assets and MindMed stock, based on inaccurate and fraudulent capitalization tables that do not include Savant TAC, the backdated options, or misappropriated MindMed shares by Hurst at Savant Inc.;

b. refusing to release books and records;

c. refusing to provide proxy rights to Savant Holdings members to locked and unlocked MindMed shares sequestered in Savant Addiction so members could vote in MindMed annual and other meetings;

d. ignoring Hurst's and Forte's violations of corporate governance at Savant Inc., such as the failure to hold annual shareholder

meetings or allow shareholders to vote for the board of directors, and re-distributing shares to themselves without shareholder approval;

e. ignoring the interests of the Savant Inc. shareholders, including the members of Savant Holdings, who together own over 50 percent of Savant Inc.;

f. refusing to investigate Hurst;

g. delaying the release of MindMed shares until after the annual MindMed shareholders meeting in an effort to block Savant Holdings members from obtaining MindMed board of director seats that would allow them to learn of Hurst's activities at MindMed, a delay that cost MindMed shareholders tens of millions of dollars as the MindMed stock spiraled downward;

h. refusing to terminate Dorsey & Whitney, who backdated options and established Savant TAC, despite the instructions from the majority-in-interest of Savant Holdings.

i. Freeman and the Savant Holdings members have continued to press Burbank to perform his fiduciary duties, including writing to Burbank's supervisor, Weems, and Dorsey Whitney general counsel Vlies-tra. (Exs. 92, 101–02.)

j. Burbank has responded again through his lawyers requesting Freeman to send his communications to his lawyers. (Ex. 103.)

463. Burbank's actions have cost Savant members tens of millions of dollars, as MindMed stock has plummeted because of Hurst's self-dealing.

G. 2021-Present: Hurst, Forte, and Burbank Enable Embezzlement at Savant Inc.

464. In 2019, after Savant Inc. ceased operations following the transfer of MC-18 to MindMed, Hurst, without holding the annual shareholder meeting or seeking shareholder approval, appointed Forte to the Savant Inc. board.

1 465. Hurst and Forte compensated themselves with salary and/or stock.

2 466. Hurst also compensated Brigid Makes, a decades-long associate and
3 MindMed board member whom Hurst appointed, with stock in Savant Inc. be-
4 tween 2020 and March 2022 (Ex. 104).

5 467. This timeframe coincides with the self-dealing between Hurst and
6 Turnbull.

7 468. In addition, Hurst and Forte as Savant Inc. board members have
8 never released a single MindMed share to Savant Inc. shareholders—including
9 Savant Holdings members, who own 52% of Savant Inc.

10 469. Burbank as liquidating trustee of Savant Holdings has the respon-
11 sibility for its asset, Savant Inc.

12 470. Burbank, however, has done nothing to stop Hurst's misconduct at
13 Savant Inc., even after Hurst told Freeman that Savant Inc. capitalization ta-
14 bles were unchanged when Freeman asked about distribution of the MindMed
15 shares:

16 Freeman: Is there an updated cap table?

17 Hurst: No, it's unchanged.

18 (Ex. 73.)

19 471. But that was a lie (Ex. 104).

20 472. On June 18, 2022, Chad Boulanger, a member of Savant Holdings,
21 asked Olson for a resolution (Ex. 105, 4 App. 870). Olson described the dissolu-
22 tion of the Savant entities and noted that Savant Inc. should be dissolving soon
23 since it has no active business: "I am not aware of any new business that it is
24 engaging in."

25 473. But the capitalization tables for Savant Inc. have changed from
26 2020 to 2022, even though there had been no legitimate business activity and
27
28

1 no shareholder meetings—not even an annual meeting to vote for directors
2 (Exs. 13, 104).

3 474. On information and belief, only one meeting with three select share-
4 holders—Terrance Boardman, Jeanne Bonelle, and Mathew Lo—occurred on
5 May 27, 2022; other members asked to attend and were denied (Exs. 106, 107).

6 475. The draft minutes from this meeting were never finalized by Hurst
7 as he had promised. (Ex. 108.)

8 476. The draft minutes indicate that Hurst and Forte were treating Sa-
9 vant Inc. as their personal piggy bank and using their positions as leverage over
10 Freeman's claims:

11 [Hurst] explained that whilst it was understood that the stock
12 distribution from Savant HWP Inc. was overdue, unfortu-
13 nately due to potential liabilities associated with a claim from
14 Dr Scott Freeman, until that claim was settled it would not
15 be possible to facilitate the share of distribution from this en-
16 tity. It was re-emphasised that any settlement with Dr Free-
17 man must also include Savant HWP Inc. . . .

18 . . . It was also indicated that the settlement with Dr Freeman
19 was currently in the hands of the trustee who was handling it
20 on behalf of [Savant Addiction] & Savant HWP Holdings.
21 [Boardman] stated that he had spoken with the trustee, who
22 had indicated that there would be retention of circa 7 million
23 shares that would be retained for settlement of any liabili-
24 ties. . .

25 . . . board of directors had been formed consisting of himself,
26 Nico Forte, and Jeff Saling. . .

27 . . . Overall, a great deal of frustration was expressed by all
28 concerned, over the total distribution of the Mind Medicine
share exercise. It was recognised that this should have oc-
curred in early March, and even now shareholders were still
waiting to receive their shares, whether it be from Savant
HWP Holdings or Savant HWP Inc. . . .

. . . expenses were currently being charged to it, which in-
cluded, legal, financial, and compensation to [Hurst] (and

1 assuming other board members). [Boardman] queried what
 2 expenses were being charged to Savant HWP, and [Hurst] re-
 3 ferred him to the retained counsel of Savant HWP Inc., who
 4 is Evan Ng, of Dorsey for a fuller explanation of these
 charges

5 477. The three members learned from this meeting that

6 a. Hurst had appointed directors without a shareholder meeting
 7 or vote there were directors although there was no vote or meeting;

8 b. Hurst and Burbank are acting together to resolve Freeman's
 9 claim, despite their prior public claims of independence;

10 c. In addition to the 7 million MindMed shares withheld by Bur-
 11 bank, Hurst has withheld an additional 5.5 million shares at Savant Inc.,
 12 none of which have been distributed even though all have unlocked; and

13 d. Hurst and board members have been taking salaries, alt-
 14 hough no details have ever been provided to Savant members.

15 **H. Burbank Continues to Thwart the**
 16 **Majority-in-Interest and Evades Accountability**

17 478. On August 3, 2023, the majority-in-interest voted and instructed
 18 Burbank to take the following actions: (Exs. 97, 100)

19 a. Dissolve Savant Inc., since it is an asset of Savant Holdings
 20 which owns more than 50% of the shares.

21 b. Release the books and records for Savant Holdings and Sa-
 22 vant Inc.

23 c. Terminate Dorsey & Whitney.

24 d. Appoint new legal counsel approved by the Savant Holdings
 25 majority-in-interest, since Burbank has a conflict in interest.

26 e. Appoint a new, valid board of directors for Savant Inc. by a
 27 vote of the shareholders (including Savant Holdings's majority-in-inter-
 28 est).

1 f. Release all voting rights (proxy) to members who own
2 MindMed shares in Savant Holdings and Savant Addiction.

3 479. When Burbank did not respond, the majority-in-interest followed
4 up, ultimately memorializing their vote in a resolution (Ex. 92, 100, 109).

5 480. In August and September 2022, Freeman asked Burbank to investi-
6 gate Dorsey & Whitney for possible fraud and misconduct. Olson, Ng, and
7 Dorsey & Whitney general counsel Nicholas Vliestra (Ex. 102) were copied on
8 the initial communication. John Weems, Burbank's supervisor, was added to a
9 second communication (Ex. 109).

10 481. Burbank in response deferred to counsel. (Exs. 110, 111.)

11 482. On December 1, 2022, announced that he had retained new counsel
12 based on what he called "unsubstantiated allegations" in this litigation:

13 In light of various unsubstantiated allegations in the Free-
14 man complaint, and out of an abundance of caution, in August
15 2022, I engaged the law firm Locke Lord LLP to replace
Dorsey & Whitney LLP as my Liquidating Trustee counsel.

16 (Ex. 112.)

17 483. Contrary to the Savant Holdings members' instructions, Burbank
18 hired new counsel himself, without approval of a majority-in-interest.

19 484. To Freeman's knowledge, new counsel have not undertaken an in-
20 vestigation of potential misconduct by Hurst, either.

21 485. Burbank purports numerous achievements on BPM's website, yet
22 he has not acted as an independent liquidating trustee. (Ex. 113.) BPM misrep-
23 resents that they do more than what is legally required to assure transparency
24 and protection (Ex. 114):

25 Performing this routine review can uncover unseen or unrec-
26 ognized issues early and keep them from compounding into
27 larger problems in the future. This review also instills confi-
28 dence in your clients that the assets are performing well, and
that no one is "dipping into the pot" for personal gain.

486. Far from going beyond legal duties, Burbank and BPM have shirked the fiduciary duties that they have assumed through their stepping into the shoes of Hurst as managing member and concealing the conflicted nature of their relationship.

487. In addition, Burbank knew about—and has been repeatedly warned about—Hurst’s misconduct, yet neither Burbank nor Weems has undertaken any independent investigation, instead relying on conflicted counsel personally involved in the events.

488. Burbank has not acted as a reasonable liquidating trustee, making decisions in the interest of—or at least at the express instruction of—the members. Instead, he has hidden behind counsel to conceal his true purpose: serving the interests of the person who hired him, Hurst.

CLAIMS

A. RICO Claims

FIRST CLAIM FOR RELIEF CIVIL RICO (18 U.S.C. § 1961 ET SEQ.) (HURST, TURNBULL, AND BURBANK)

Direct and Derivative for Savant Inc., Savant Holdings, and Savant Addiction

489. Plaintiff incorporates the foregoing allegations in this claim.

1. *Direct Claim by Freeman*

a. PARTIES AND STANDING

490. At all relevant times, plaintiff was a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(a).

491. At all relevant times, Hurst, Turnbull, Ceruvia, Savant Inc., Savant Holdings, Savant Addiction, and Burbank were each a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(a).

b. RICO ENTERPRISE AND ITS EFFECT ON INTERSTATE
COMMERCE

492. From its formation in or around 2017 and continuing to present, the Savant Entities (Savant Inc., Savant Holdings, and Savant Addiction) together with Ceruvia (renamed from Savant TAC) are an enterprise engaged in and whose activities affect interstate commerce (the “Savant Enterprise”) within the meaning of 18 U.S.C. § 1961.

493. The Savant Enterprise is distinct from the Savant Entities, MindMed, and Ceruvia Lifesciences because the Enterprise was formed by Hurst and Turnbull for the purpose of facilitating, committing, perpetuating, and concealing the fraudulent conduct and other criminal conduct alleged herein with the purpose of unlawfully depriving private and public companies of trade secrets and intellectual property, including misappropriating Savant’s and MindMed’s intellectual property related to, but not limited to, BOL-148 and LSD (the “Pattern”). The Savant Enterprise allowed them to conduct the illegal scheme by using the corporate form, Ceruvia Lifesciences and the Savant Entities, to conceal their misconduct from the Savant and MindMed Investors. Cloaking their scheme in the guise of drug development companies also added a veneer of legitimacy to the operation.

494. Hurst (through his management positions, CEO/managing member of the Savant Entities and MindMed, and through his ownership interest in Ceruvia), Turnbull (through his position as CEO of Ceruvia and through ownership in Ceruvia and Savant Addiction and agreements with Hurst), and Burbank (as trustee of Savant Addiction and Savant Holdings) are associated with the Savant Enterprise.

495. Hurst, Turnbull, and Burbank agreed to and did conduct and participate in the conduct of the Savant Enterprise’s affairs through a pattern of racketeering activity. Others who conducted and participated in the conduct of

1 the Savant Enterprise included Ceruvia employees and other associates of
 2 Hurst and Turnbull, who, even if they did not know every detail of the Pattern,
 3 knew they were participating in wrongdoing.

4 496. Specifically, Hurst, Turnbull, and Burbank each committed and
 5 aided and abetted multiple, related acts of mail and wire fraud in violation of 18
 6 U.S.C. §§ 1341 and 1343, as detailed more fully in the Eighth Claim for Relief
 7 and incorporated here; in theft of trade secrets in violation of 18 U.S.C. § 1832,
 8 as detailed more fully in the Fourth Claim for Relief and incorporated here.

9 497. These predicate acts constitute a continuing pattern of racketeering
 10 activity since it occurred over more than two years, beginning in 2012, and is
 11 ongoing as summarized below:

12 498. Hurst aided and abetted the predicate acts described below in his
 13 role as CEO/Chair of Savant HWP Inc., Savant HWP Holdings, Savant Addic-
 14 tion Medicine, and MindMed.

15 499. Turnbull aided and abetted the predicate acts described below as
 16 CEO of Ceruvia Lifesciences and as a member of Savant Addiction Medicine.

17 500. Burbank aided and abetted the predicate acts described below in
 18 his position as liquidating trustee of Savant HWP Holdings and Savant Addic-
 19 tion Medicine.

20 c. HURST'S MAIL AND WIRE FRAUD IN FORMATION OF
 21 SAVANT HOLDINGS AND SAVANT ADDICTION

22 501. In 2012, Hurst/Savant HWP Inc. entered into an arrangement with
 23 Carey Turnbull involving Savant's BOL-148/LSD drug-development project but
 24 never disclosed it to Savant Inc. shareholders. This was disclosed on the Ceru-
 25 via website for the first time around September 2022 (¶¶ 53, 116-117).

26 502. In October and December 2013, Hurst together with Ng restruc-
 27 tured Savant Inc. and presented operating agreements for the creation of Sa-
 28 vant Holdings and Savant Addiction.

1 503. Hurst—in communications over mail or e-mail using computers
2 connected to the Internet across state lines—fraudulently induced Freeman to
3 sign these agreements by misrepresenting their scope and Hurst’s intent with
4 respect to Turnbull. While the agreements concentrated extraordinary power in
5 Hurst as managing member of Savant Holdings (and by extension, of Savant
6 Addiction through Savant Holdings), to the point that Hurst could veto a major-
7 ity vote for his removal and Hurst could appoint and remove the directors,
8 Hurst did not disclose that he had already breached his fiduciary duties at Sa-
9 vant Inc. when he had begun dealing with Turnbull in 2012 and intended to
10 continue to siphon intellectual property developed by the Savant Entities to his
11 separate company with Turnbull (§§ 56-88).

12 504. Instead, Hurst misrepresented over e-mail that he and Freeman
13 were working in the best interest of the company and members, particularly
14 since some of Savant members were Hurst’s longtime friends. Hurst also repre-
15 sented that he and Freeman would each be equally compensated in salary,
16 stock, stock options, and bonus, so that their interests were aligned.

17 505. Freeman relied to his detriment on the misrepresentations, signing
18 the operating agreements that gave Hurst control over the Savant Entities. As
19 a consequence, when Freeman developed trade-secret BOL-148/LSD drug pro-
20 grams for Savant without compensation (i.e., just sweat equity)—and later,
21 MindMed—Hurst was able to use his position as managing member to misap-
22 propriate the programs to Ceruvia without sharing the benefits with Freeman.

23 506. Hurst, conspiring with Turnbull and Ng, initially transferred the
24 BOL-148/LSD trade secrets to Savant TAC.

25 507. Hurst was aided and abetted by Turnbull, who was the authorized
26 person to transfer Savant’s BOL-148/LSD trade secrets to CH TAC.

1 508. Hurst and Turnbull continually changed the company's name—in
2 communications over telephone or e-mail using computers connected to the In-
3 ternet across state lines—to willfully conceal the existence of Savant TAC/CH
4 TAC/Ceruvia from Savant members (§§ 76-117).

5 509. Freeman's direct benefits would have been as an employee of Sa-
6 vant Inc., which would have had a service agreement with a drug development
7 LLC, like Savant TAC, developing BOL-148/LSD, and he would have received
8 stock options in Savant Inc., salary, and bonus.

9 510. Freeman would also have been entitled to shares in the drug devel-
10 opment LLC.

11 511. Had Freeman known about Hurst's intent, Freeman would not have
12 signed the operating agreements as written.

13 512. Hurst's mail and wire fraud described above proximately caused di-
14 rect injury to Freeman:

15 a. Freeman was fraudulently induced to sign the Savant Hold-
16 ings operating agreement, which gave Hurst extreme power as managing mem-
17 ber and control over Savant's BOL-148/LSD trade secrets and other intellectual
18 property.

19 b. As a result, because he has no stake in Ceruvia and is not Ce-
20 ruvia's CMO, Freeman lost all of the salary, bonus, stock options, and other in-
21 centives that he would have received had the projects remained with Savant (or
22 MindMed), where Freeman was CMO.

23 c. Freeman also lost the 38.89% of initial ownership in the Sa-
24 vant drug-development entity, such as Savant TAC, to which he would have
25 been entitled because of membership in Savant Holdings.

1 d. Freeman received nothing, while Hurst received equity and
2 salary from Ceruvia. Thus, they did not equally share in the BOL-148/LSD pro-
3 ject as Hurst had promised.

4 d. HURST'S MAIL AND WIRE FRAUD IN THE FORMATION OF
5 CERUVIA

6 513. After Hurst and Turnbull secretly formed Savant TAC, with assis-
7 tance from Ng, Hurst fraudulently promulgated—in communications over mail
8 or e-mail using computers connected to the Internet across state lines—capitali-
9 zation tables for the Savant entities that omitted Savant TAC's existence.
10 (¶¶ 64-117.)

11 514. When Freeman asked Hurst about the Sewell patent, Hurst—in tel-
12 ephone communications across state lines—falsely represented to Freeman that
13 Savant did not have the \$45,000 upfront license fee, and since the patent was
14 public, Turnbull licensed it. Hurst falsely assured Freeman not to worry be-
15 cause Savant was collaborating with Turnbull.

16 515. In fact, Turnbull did not license the Sewell patent independently
17 but through the secret entity Savant TAC, in which Turnbull and Hurst shared
18 ownership and which had misappropriated Savant's trade-secret BOL-148/LSD
19 program.

20 516. Freeman's salary, bonus, equity share in Savant Inc., the manage-
21 ment company, and other incentives would have made it extremely lucrative for
22 Freeman to develop the BOL-148/LSD program within Savant. But by misap-
23 propriating the program to Savant TAC (later Ceruvia), Freeman lost all of the
24 personal benefits of the drug's development. This was particularly devastating
25 to Freeman because the BOL-148/LSD program was not at a stage where Free-
26 man was being paid a salary, at all—he expended his sweat equity in expecta-
27 tion of eventually obtaining those benefits.

1 517. Freeman relied to his detriment on Hurst's misrepresentations, be-
 2 lieving that there was no reason to doubt Hurst's account regarding the patent
 3 and that Turnbull's license would not impede what Freeman believed would be
 4 a collaboration within Savant since Hurst had represented they were equal
 5 partners and their interests were aligned.

6 518. In relying on these misrepresentations, Hurst and Turnbull were
 7 able to steal Savant's proprietary BOL-148/LSD program without interference
 8 to develop Ceruvia, which—culminating the in November 2020—has eliminated
 9 both Savant and MindMed as competitors.

10 519. And because Freeman has no stake in Ceruvia and is not Ceruvia's
 11 CMO, Freeman lost all of the lost all of the salary, bonus, stock options, mem-
 12 bership interests, and other incentives that he would have received had the pro-
 13 ject remained with Savant or MindMed, where Freeman was CMO.

14 e. TURNBULL'S FRAUD IN THE FORMATION OF CERUVIA

15 520. Upon information and belief, Turnbull knew about Hurst's misrep-
 16 resentations regarding the licensing of the Sewell patent and the concealment
 17 of Savant TAC's existence. Turnbull had an independent duty under the Savant
 18 Addiction operating agreement not to use Savant's proprietary confidential in-
 19 formation (including the BOL-148/LSD program) in a competing company and
 20 also to correct Hurst's misrepresentations. He did not, instead aiding and abet-
 21 ting Hurst with his silence and his own false statements—in communications
 22 over telephone, mail or e-mail using computers connected to the Internet across
 23 state lines—regarding Ceruvia's independence. (¶¶ 64-117.)

24 521. Further, Turnbull knew from the operating agreements that he
 25 needed member approval to transfer assets from Savant Inc. or Savant Hold-
 26 ings to another entity. Turnbull was the authorized person for Savant TAC who
 27 changed the name to CH TAC and then Ceruvia. Turnbull was the authorized
 28

1 person who accepted the Sewell patent license agreement, which misappropri-
2 ated Savant's draft license agreement, to CH TAC.

3 522. Turnbull defrauded Freeman in publishing the Ceruvia website
4 around June 2021, in which Turnbull falsely represented Ceruvia's BOL-
5 148/LSD program as independently developed, omitting mention of Savant's
6 BOL-148/LSD program.

7 523. In publishing these statements over the Internet, Turnbull and Ce-
8 ruvia intended that Freeman would see this misrepresentation.

9 524. But in September 2022, Turnbull changed the story: after Turnbull
10 learned that Freeman discovered Savant TAC, Turnbull updated the Ceruvia
11 website to detail the relationship with Savant Inc. dating back to 2012.

12 525. Freeman relied to his detriment on Turnbull's misrepresentations,
13 believing that there was no reason to doubt Turnbull's account of Ceruvia's in-
14 dependence from Savant.

15 526. Because Freeman relied on Turnbull's misrepresentations about Ce-
16 ruvia's independence, Turnbull was able to steal Savant's proprietary BOL-
17 148/LSD program without interference to develop Ceruvia, which—culminating
18 with the November 2020 MindMed agreement—has eliminated both Savant
19 and MindMed as competitors.

20 527. And because Freeman has no stake in Ceruvia and is not Ceruvia's
21 CMO, Freeman lost all of the salary, bonus, stock options, membership inter-
22 ests, and other incentives that he would have received had the project remained
23 with Savant or MindMed, where Freeman was CMO.

24 f. HURST'S AND TURNBULL'S THEFT OF TRADE SECRETS
25 FROM SAVANT

26 528. The Savant BOL-148/LSD program developed by Freeman included
27 confidential scientific and technical information about the development of BOL-
28 148/LSD for therapeutic use; financial, business, and economic information

1 about regulatory strategy, a clinical drug trial, and a manufacturer; and the
 2 purchase of one gram of BOL-148/LSD. These constituted trade secrets within
 3 the meaning of 18 U.S.C. § 1839(3). (¶¶ 64-117.)

4 529. The purpose of the BOL-148/LSD program was to develop BOL-148
 5 and LSD for use in interstate and/or foreign commerce within the meaning of 18
 6 U.S.C. § 1836(b)(1).

7 530. The BOL-148/LSD program belonged to Savant Inc. and/or Savant
 8 Holdings and was protected as a trade secret through confidentiality and mem-
 9 ber-disclosure and member-approval provisions in the Operating Agreements of
 10 Savant Holdings and Savant Addiction. Each of the elements of this program
 11 were confidential and were the sole right of Savant Inc. and/or Savant Holdings
 12 to develop for the benefit of the Savant Investors.

13 531. Hurst and Turnbull, through Savant TAC/CH TAC/Ceruvia, stole or
 14 otherwise misappropriated these trade secrets, which allowed Ceruvia to pro-
 15 gress toward FDA approval.

16 532. Hurst and Turnbull targeted Freeman in this theft, knowing that
 17 Freeman as CMO of Savant and MindMed would have been entitled to substan-
 18 tial salary, bonus, stock options, membership interests, and other incentives for
 19 developing a drug such as BOL-148 and LSD for FDA approval. By misappro-
 20 priating the trade secret BOL-148/LSD program to Ceruvia, in which Freeman
 21 has no stake, Hurst and Turnbull were able to keep these benefits from Free-
 22 man.

23 g. HURST'S AND TURNBULL'S THEFT OF TRADE SECRETS
 24 FROM MINDMED

25 533. The MindMed drug programs for BOL-148, 18-MC, and LSD were
 26 developed by Freeman as CMO and included confidential scientific and tech-
 27 nical information about the development of these drugs for therapeutic use in-
 28 dependent of the Savant/Ceruvia BOL-148/LSD program; financial, business,

1 and economic information about regulatory strategy, a clinical drug trial, and a
2 manufacturer. These constituted trade secrets within the meaning of 18 U.S.C.
3 § 1839(3). (¶¶ 271-325.)

4 534. The purpose of the BOL-148, 18-MC, and LSD programs was to de-
5 velop these drugs for use in interstate and/or foreign commerce within the
6 meaning of 18 U.S.C. § 1836(b)(1).

7 535. The BOL-148, 18-MC, and LSD programs belonged to MindMed and
8 were distinct from the Savant BOL-148/LSD program. MindMed's programs
9 were separately protected as trade secrets and intellectual property through
10 confidentiality and a proprietary information and inventions agreement. Each
11 of the elements of these programs were confidential and were the sole right of
12 MindMed to develop for the benefit of MindMed, in which Savant Investors had
13 a significant amount of shares. In other words, the trade secrets/intellectual
14 property for the MindMed BOL-148/LSD program were different than those of
15 the Savant BOL-148/LSD program, which was stolen for Ceruvia.

16 536. Hurst and Turnbull, through Savant TAC/CH TAC/Ceruvia, stole or
17 otherwise misappropriated these trade secrets/intellectual property/confidential
18 information, which has allowed Ceruvia to develop the programs without Free-
19 man receiving benefit as an officer and CMO of Savant Inc.:

20 a. Hurst, as CEO, hired Ceruvia employees and other loyalists
21 to work at MindMed. These employees were working simultaneously at both Ce-
22 ruvia and MindMed.

23 b. Hurst orchestrated a series of crises in the MindMed BOL-
24 148/LSD program and then went to Turnbull/Ceruvia for assistance.

25 c. Hurst and Turnbull misrepresented themselves to be unre-
26 lated third parties while they negotiated a MindMed/Ceruvia deal, with terms
27 highly favorable to Ceruvia. They hid the fact that Hurst was a co-founder and
28

1 equity owner of Ceruvia and was paid \$500,000 by Turnbull/Ceruvia between
2 2017 and 2021.

3 d. In order to accomplish the theft, they needed Freeman out of
4 the way because he, as CMO was involved in development, and had become sus-
5 picious of Hurst and Turnbull and Freeman was working on MindMed's BOL-
6 148/LSD program. They used Monroe, a CH TAC/Ceruvia employee embedded
7 in MindMed, to manufacture an unsubstantiated workplace complaint, on
8 which Freeman relied in signing a Separation Agreement.

9 537. This theft of MindMed's trade secrets was predicated on Freeman's
10 termination from MindMed and thus directly injured Freeman's own business
11 and property:

12 a. Since Freeman was a paid consultant to, and then employee
13 of, MindMed, his compensation was based on his clinical development perfor-
14 mance for drugs like LSD and BOL-148.

15 b. As CMO of MindMed, Freeman would have been entitled to
16 substantial salary, bonus, stock options, membership interests, and other incen-
17 tives for developing one or more of these drugs, BOL-148 and LSD, for FDA ap-
18 proval.

19 c. But by arranging for Freeman's termination and by misappro-
20 priating the MindMed trade secrets and intellectual property of the BOL-
21 148/LSD drug programs to Ceruvia, in which Freeman has no stake, Hurst and
22 Turnbull were able to keep these benefits from Freeman.

23 h. HURST'S MAIL AND WIRE FRAUD IN THE CONTRACT
24 WITH BELGA

25 538. On October 2, 2018, Hurst fraudulently misrepresented to Belga—
26 in communications over telephone, mail or e-mail using computers connected to
27 the Internet across state lines—that if Belga were able to raise \$5 million for
28 Savant Addiction, Belga would become CEO and receive a 20% equity interest

1 in Savant Addiction. In these communications, Hurst also fraudulently misrep-
2 resented that for raising \$2 million before October 1, 2019, Belga would be CEO
3 and Hurst would become executive chairman. (¶¶ 120-163.)

4 539. Hurst did not intend to give Belga the equity or the position, but in-
5 stead intended to usurp any fundraising opportunity Belga identified so that it
6 would close formally under Hurst's name, not Belga's.

7 540. Belga relied to his detriment, immediately proceeding to work to
8 identify investors that—had he known Hurst would usurp—Belga would not
9 have done.

10 541. After Belga identified JR Rahn as a potential investor and created a
11 term sheet, with a plan for Belga to begin as COO and transition to CEO, Hurst
12 rejected it on Savant Addiction Medicine's behalf and instead secretly re-en-
13 gaged Rahn himself.

14 542. Doing so allowed Hurst to cut Belga out of the final deal, the
15 MindMed Foundation Agreement, and to withhold the equity, salary, and title
16 to which Belga would have been entitled.

17 543. Belga's injury is not simply the loss of the title, but given the size of
18 the anticipated investment from Rahn, the full 20% equity-interest bounty of
19 the 55,000,000 MindMed shares, totaling 11,000,000 shares. These shares,
20 along with their voting rights, would have gone to Belga. Instead, Hurst
21 through his mail and wire fraud induced Belga to raise the \$5 million that
22 Hurst could not, allowing Hurst to usurp the monetary value and voting rights
23 of those 11,000,000 shares so he could control the MindMed board and remain
24 as CEO of Savant Inc., which gave Hurst further control over the 55 million
25 MindMed shares.

i. HURST'S MAIL AND WIRE FRAUD IN THE LOAN ACCORD
TO MAINTAIN CONTROL OF SAVANT ADDICTION'S
VOTING BLOC

544. Around the time of MindMed's formation, Hurst defrauded Freeman by falsely representing—in communications over telephone, mail or e-mail using computers connected to the Internet across state lines—that he would cause Savant Addiction to distribute 5 million MindMed common shares to Freeman to settle Freeman's claims for nonpayment of notes and warrants totaling \$645,000, plus interest (§§ 326-405):

a. Freeman demanded payment of his loans in June 2019, but Hurst knew that Savant Addiction did not have cash assets to repay the loans.

b. Instead, to avoid bankruptcy, Hurst fraudulently offered as a settlement MindMed shares, which were locked up and could not be sold for two years, but he intended to string Freeman along by not distributing the shares during this lock-up period until Savant Addiction obtained funds by selling the unlocked shares. After two years, once Savant Addiction had the funds to repay the original loans, Hurst would then decide whether it was in his interest to distribute shares (if they were worth less than the face value of the original loans) or to disclaim the accord and satisfaction and offer cash (if the shares were worth more than the face value of the loans and nominal interest).

c. Thus, in reality, Hurst intended only to expose Freeman to the downside risk that the shares would become less valuable; or, if the shares became more valuable, Freeman would have to agree to give Hurst something in return: let Hurst vote the Savant bloc.

545. In calculating how many shares to give Freeman, Hurst knowingly misrepresented to Freeman the value of MindMed shares, stating that each was worth \$0.10 (U.S.) instead of their true value, \$0.10 (Canadian) or about 0.058 USD. Had Hurst correctly represented the actual value of MindMed shares,

1 Freeman would have been entitled to more than 7.75 million MindMed shares
2 for the \$450,000 in Savant Addiction loans (in addition to the 500,000 shares in
3 settlement of the \$195,000 in Savant Inc. loans).

4 546. In fact, Hurst's intent in making these representations was not to
5 distribute MindMed shares to Freeman but to maintain control of the voting
6 rights for the 55 million shares that Savant Addiction received at MindMed's
7 formation. This control was critical because, through it, Hurst exercised the vot-
8 ing rights as though he personally owned a controlling stake in MindMed and
9 could thereby control the MindMed board. This in turn enabled Hurst and
10 Turnbull to perpetuate the Enterprise's racketeering acts, including the theft of
11 MindMed's trade secrets.

12 547. Hurst continued to fraudulently represent in e-mails throughout
13 2020 that Hurst intended to distribute the 5 million shares to Freeman.

14 a. On June 29, 2020, when Freeman asked about the status of
15 his 5 million shares, Hurst falsely represented that Freeman would be issued
16 these shares but tried to forestall Freeman's attempt to enforce the accord by
17 falsely suggesting that the sole cause of delay was a need to "document" the set-
18 tlement.

19 b. On September 8, 2020, Hurst again sought to delay Freeman
20 by arguing that immediate distribution "would be a strategic mistake" until a
21 voting-rights agreement was in place to maintain Hurst's full control of the bloc.

22 c. In the meantime, Hurst planned to amend the operating
23 agreements of Savant Addiction and Savant Holdings so that he could continue
24 to exercise the voting rights of the members' shares, even if Hurst was unable to
25 extract a voting-rights agreement from Freeman.

26 d. After the Savant Holdings members voted on September 23,
27 2020 to dissolve the company, however, Hurst realized that Freeman and the
28

1 other Savant Holdings members would not accede to a voting-rights agreement
2 or amendment to the operating agreement.

3 e. Shortly thereafter, on October 14, 2020, Hurst suggested a
4 new, but equally false, rationale for delaying distribution of shares pursuant to
5 the accord:

6 We require further discussion and you will need tax advice.
7 Share value now far exceeds loans and warrant value we
8 agreed to last June when share price was 10 cents.

9 548. Freeman detrimentally relied on the misrepresentations, allowing
10 Hurst to maintain control over Savant Addiction's 55 million shares in
11 MindMed as a bloc, which constituted a controlling interest in MindMed, since
12 it was not until June 2021—after the shares began to unlock—that Hurst at-
13 tempted to renege on the loan accord. Had Freeman known that Hurst would
14 not authorize the distribution, Freeman would have taken action to enforce the
15 agreement earlier, when the price of MindMed shares was at its peak, and in
16 time to vote his 5,000,000 shares in the 2021 MindMed Annual General Meet-
17 ing.

18 549. As a result of the mail and wire fraud, however, Hurst was able to
19 control MindMed unimpeded, including to transfer MindMed's BOL-148 and
20 LSD programs ("Transaction")—unimpeded by Freeman, who (together with his
21 other shares in MindMed) would have been MindMed's largest shareholder.⁹
22

23 ⁹ Freeman should also have received about 18,000,000 of the 55,000,000
24 MindMed shares Savant had received; up to 20% ownership in MindMed at cer-
25 tain times. Had Freeman received those shares he could have, as the company's
26 largest individual shareholder, negotiated a better salary, equity, and severance
27 package, as well as a director position during the time he worked at MindMed.
28 Freeman would also have been in a unique position to be able to call a general
company meeting and put initiatives on the MindMed ballot for voting at gen-
eral meetings. Alternatively, Freeman could have sold his shares on the public

1 That transaction, once publicized in this litigation, caused a 27% drop in the
2 price of MindMed stock.

3 550. Freeman was thus directly injured by this mail and wire fraud. Not
4 only was he deprived of his 5 million shares that Hurst represented Freeman
5 would receive, but he was deprived of an additional 2.75 million shares that
6 Freeman should have received had Hurst not misrepresented the MindMed
7 share price.

8 551. In addition, the consequential damages of that fraud include the
9 loss of the voting rights of MindMed's largest shareholder at a time when he
10 could have safeguarded the value of those voting rights.

11 j. BURBANK'S MAIL AND WIRE FRAUD IN AIDING AND
12 ABETTING HURST'S FRAUD IN THE LOAN ACCORD

13 552. To conceal and legitimize Hurst's misconduct, including the fraudu-
14 lent misrepresentations described in paragraphs 375-488, Hurst caused Savant
15 Addiction and Savant Holdings to retain Burbank as a liquidating trustee.

16 553. Burbank aided and abetted Hurst's acts of mail and wire fraud, in-
17 cluding by fraudulently misrepresenting—over mail or e-mail using computers
18 connected to the Internet across state lines, including in his engagement let-
19 ters—that he was acting as an independent liquidating trustee, serving the
20 companies' interests rather than Hurst's personal interests.

21 554. BPM likewise represented on its public website that it provides
22 transparency when its partners act as fiduciary trustees.

23 555. Burbank's affirmative statements, along with his omission to cor-
24 rect Hurst's misstatements—created the impression that Burbank would inde-
25 pendently investigate Freeman's claim to the 5 million MindMed shares, which

26
27 or private equity markets. Further, the voting rights of shares have a monetary
28 value which Freeman lost.

1 Burbank had the authority to execute in Hurst's stead. Hurst stated that Bur-
2 bank was hired to deal with the "Scott issue."

3 556. In reality, Burbank was hired to provide cover to Hurst and Sa-
4 vant's counsel, Olson and Ng.

5 557. Burbank fraudulently misrepresented that he did not have the au-
6 thority to investigate Hurst, Olson, or Ng and consequently deferred to Olson
7 and Ng—who were conflicted and not independent—in evaluating Freeman's
8 claim to the 5 million MindMed shares. In reality, Burbank had the authority to
9 independently investigate and substantiate Freeman's claim.

10 558. Burbank would only communicate to Freeman and his attorney,
11 and also Savant Holdings members, through Olson, thus further shielding Bur-
12 bank.

13 559. In deference to Olson's conclusion, Burbank falsely stated that
14 Freeman's settlement for the 5 million shares was invalid.

15 560. But this statement was neither independent nor the result of an in-
16 vestigation, but was simply fulfilling Hurst's scheme.

17 561. Freeman detrimentally relied on the misrepresentations by seeking
18 to present his claim to Burbank and work with him on securing distribution of
19 the promised 5 million MindMed shares. This delay allowed Hurst—now
20 through Burbank, Ng, and Olson—to receive his MindMed shares from Savant
21 Addiction based on fraudulent capitalization tables, while also maintaining con-
22 trol over Savant Addiction's 55 million shares in MindMed as a bloc, which con-
23 stituted a controlling interest in MindMed.

24 562. Had Freeman known that Burbank would not independently inves-
25 tigate Hurst but instead would adopt wholesale Hurst's preferred conclusion to
26 deprive Scott of the 5 million promised shares, Freeman would have taken
27
28

1 action to protest Burbank's appointment and enforce the agreement earlier, be-
2 fore the price of MindMed shares fell yet further.

3 k. HURST'S WIRE FRAUD IN FREEMAN'S SEPARATION
4 FROM MINDMED

5 563. Part of the Savant Enterprise's purpose was to concoct a manufac-
6 turing crisis as a pretext for MindMed to transfer trade secrets and other intel-
7 lectual property to Ceruvia in the Transaction. (¶¶ 250-308.)

8 564. Because Freeman, who was MindMed's CMO and working on the
9 drug assets, would have avoided such a crisis and prevented this theft of trade
10 secrets, Hurst needed Freeman to leave MindMed. Not only was Freeman halt-
11 ing unsafe 18-MC clinical trials until animal safety data could be performed,
12 but he was working on two other MindMed drug programs, MM-120 (LSD) and
13 BOL-148, whose trade secrets and other intellectual property Hurst planned to
14 steal for Ceruvia in the Transaction, as he had done at Savant to further the
15 Enterprise.

16 565. In coordination with Ceruvia employee and Enterprise associate,
17 Kathleen Monroe, Hurst arranged for Monroe to falsely accuse Freeman of a
18 workplace violation.

19 566. Hurst then defrauded Freeman by falsely representing—in commu-
20 nications over telephone or e-mail using computers connected to the Internet
21 across state lines—that he would recuse himself from the subsequent investiga-
22 tion.

23 567. This created the false impression that when Freeman was pre-
24 sented with a separation agreement that—to preserve his reputation—Freeman
25 had no choice in accepting, Hurst was uninvolved and there was an independ-
26 ent investigation.

1 568. This veneer of independence and impartiality created by Hurst's
2 misrepresentations fraudulently induced Freeman to sign the separation agree-
3 ment.

4 569. In fact, Freeman later learned that Hurst, far from recusing him-
5 self, had personally led the effort to terminate Freeman's employment, clearing
6 the path to transact with Ceruvia.

7 570. Monroe's workplace complaint was that Freeman had yelled at one
8 of his staff, Mr. Jason Summa, who did not support the complaint, and thus was
9 not actionable. Monroe refused to elevate her complaint to sexual harassment.

10 571. So Hurst turned to extortion and accused Freeman of corporate
11 theft on the basis that Freeman accepted a \$100,000 sign-on bonus that Hurst
12 and MindMed's CFO had personally approved. Hurst even threatened to have
13 Freeman arrested by the Las Vegas district attorney, and MindMed's outside
14 counsel supported the criminal threats.

15 572. Had Freeman been able to show that Hurst had not recused himself
16 and personally sought Freeman's ouster to facilitate the Ceruvia transaction,
17 Freeman would have exposed Hurst's fraud and not signed the separation
18 agreement. Had he not signed the separation agreement, Freeman would not
19 have lost his job as MindMed CMO—along with salary, benefits, and half of his
20 promised stock options—or been subject to the agreement's release, confiden-
21 tiality, and non-disparagement provisions, which MindMed has invoked to sue
22 Freeman for statements made during a proxy campaign.

23 1. HURST'S AND TURNBULL'S WIRE FRAUD IN THE
24 NOVEMBER 2020 CERUVIA DEAL

25 573. To avoid scrutiny of their relationship and conflicts of interest,
26 Hurst and Turnbull performatively negotiated Ceruvia's sale of LSD for use in
27 MindMed's clinical trials, fraudulently portraying—in communications over
28 mail or e-mail using computers connected to the Internet across state lines—

1 that the November 2020 agreement transferring trade secrets and other intel-
2 lectual property from MindMed to Ceruvia was an arm's-length transaction,
3 prompted by a genuine emergency in sourcing LSD. (§§ 271-308.)

4 574. In fact, Hurst orchestrated the LSD emergency using Ceruvia em-
5 ployees hired by MindMed. Nor were Hurst and Turnbull independent: Hurst
6 was an equity owner of Ceruvia and had been paid \$500,000 by Turnbull, both
7 in connection with the theft of a similar drug-development program from Sa-
8 vant Inc. and/or Savant Holdings.

9 575. Both Hurst and Turnbull were aware that third-party related
10 transactions needed to be disclosed to MindMed shareholders, but they did not
11 because disclosure would have unraveled the Savant Enterprise and its scheme
12 to steal MindMed's BOL-148/LSD program, as anyone who read the disclosure
13 and would be injured by the program's theft would have taken immediate action
14 to stop it.

15 576. The misrepresentation of independence was thus made specifically
16 to dissuade recipients of the communication from taking action.

17 577. Here, although Freeman was not initially included on the communi-
18 cations, Hurst's and Turnbull's e-mails were forwarded to Freeman. At the
19 time, Freeman was unaware of the existence of CH-TAC, which later became
20 Ceruvia, and Freeman had been led to believe through Hurst's misrepresenta-
21 tions that any Turnbull work with Savant on the BOL-148/LSD program that
22 Freeman had developed would come to MindMed.

23 578. In appearing to make the Ceruvia deal seem legitimate with an un-
24 known entity, CH TAC, and arm's length, the misrepresentations dissuaded
25 Freeman from challenging the loss of his employment at MindMed, which had
26 been orchestrated specifically to make way for the Ceruvia deal. Freeman rea-
27 sonably relied on the misrepresentations in accepting that—although the deal
28

1 was detrimental to MindMed—he could not prove that Hurst and Turnbull
 2 shared a financial interest in CH TAC/Cervia so as to doubt the reasons for which
 3 Freeman had been terminated or to invalidate the separation agreement.

4 579. Hurst’s and Turnbull’s fraudulent misrepresentations thus directly
 5 injured Freeman in keeping him subject to the separation agreement: But for
 6 the misrepresentation, and with a proper disclosure of Hurst’s and Turnbull’s
 7 relationship, Freeman would have taken action to invalidate the separation
 8 agreement, restore his job as MindMed CMO—along with salary, benefits, and
 9 half of his promised stock options—and invalidated the agreement’s release,
 10 confidentiality, and non disparagement provisions, which MindMed has invoked
 11 to sue Freeman for statements made during a proxy campaign.

12 m. HURST’S WIRE FRAUD IN THE DELAY OF DISTRIBUTING
 13 SHARES TO MAINTAIN CONTROL OF SAVANT
 ADDICTION’S VOTING BLOC

14 580. Around the time of MindMed’s formation, Hurst defrauded Free-
 15 man by falsely representing—in communications over mail or e-mail using com-
 16 puters connected to the Internet across state lines—that Hurst had the author-
 17 ity to sign the MindMed foundation agreement without member approval with
 18 only Forte as a witness, which transferred 55,000,000 MindMed shares to Sa-
 19 vant Addiction, which Hurst claimed he could vote as managing member.

20 (¶¶ 164-226, 326-405.)

21 581. He also entered into a two-year lockup period and fraudulently mis-
 22 represented that for tax purposes and because of a provision in the MindMed
 23 bylaws, the 55 million MindMed common shares belonging to Savant Addiction
 24 had to be converted to 550,000 multiple voting shares (MVS) (at a ratio of 100
 25 common shares to 1 MVS) which further gave Hurst control of the shares.

26 582. Hurst falsely represented that, while the shares were locked up in
 27 an agreement between Savant Addiction and Canaccord, the beneficial owners

1 of those shares could not vote the shares—only Hurst, as managing member of
2 Savant Holdings (and with Savant Holdings as managing member of Savant
3 Addiction) could. This was supported by Ng, Savant’s counsel.

4 583. The Savant structure indicated that if Savant Holdings were dis-
5 solved, Freeman could obtain a distribution of the MindMed shares since Sa-
6 vant Addiction was a subsidiary of Savant Holdings. Yet when a majority-in-in-
7 terest of Savant Holdings filed a dissolution resolution, Hurst and Ng ignored
8 the resolution.

9 584. Instead, Hurst and Ng falsely represented that Savant Addiction
10 would proceed to “distribute the MindMed shares to LLC members,” under an
11 agreement between Freeman and Hurst.

12 585. On October 7, 2020, Hurst falsely represented in an e-mail to Free-
13 man that, by paying MindMed’s counsel to perform administrative work to re-
14 lease the locked shares to individual Savant members, Freeman could vote (but
15 not sell or transfer on the public market) his share of the 55 million shares,
16 about 20,000,000 MindMed shares.

17 586. Freeman relied on these misrepresentations to pay \$20,000 to
18 MindMed’s counsel, Peter Volk, in October 2020.

19 587. Canaccord was willing to allow the distribution of shares to Savant
20 members, provided that the Savant members agreed to same lock-up terms as
21 Savant Addiction. Yet Hurst halted the distribution of these shares, contrary to
22 his agreement, first claiming that he and Volk were too busy, and then that
23 Canaccord had not agreed to the distribution. In reality, Hurst blocked the
24 share distribution in October 2020 because he needed to maintain control of the
25 voting bloc in order to execute the Ceruvia transaction in November 2020.

26 588. Thus, Freeman as a result of these misrepresentations not only suf-
27 fered delay in the distribution of shares—a delay that cost him a potential
28

controlling stake in MindMed which could have prevented the Transaction and the associated destruction of shareholder value—but Freeman also lost \$20,000 for the attorney’s fee to MindMed and Volk. In addition, Freeman lost the value of the shares’ voting rights.

n. BURBANK’S FRAUD—IN THE DELAY OF DISTRIBUTING SHARES AND FAILURE TO ISSUE PROXIES—TO MAINTAIN CONTROL OF SAVANT ADDICTION’S VOTING BLOC

589. To conceal and legitimize Hurst’s misconduct, including the fraudulent misrepresentations described in paragraphs 406-463, Hurst caused Savant Addiction and Savant Holdings to retain Burbank as a liquidating trustee.

590. Burbank aided and abetted Hurst’s acts of mail and wire fraud, including by fraudulently misrepresenting—over mail or e-mail using computers connected to the Internet across state lines, including in his engagement letters—that he was acting as an independent liquidating trustee, serving the companies’ interests rather than Hurst’s personal interests.

591. Hurst had represented to Savant members that shares which unlocked in March 3, 2022 would be available for members to vote in the 2022 MindMed annual general meeting.

592. Burbank, to protect Hurst, then fraudulently represented in telephone conversations and e-mail that, although he became liquidating trustee of Savant Addiction in December 2021, regulatory issues caused a delay in distributing shares until July 2022, more than a month after the MindMed 2022 annual general meeting.

593. Burbank further misrepresented that, as liquidating trustee, he does not have the authority of the managing member, and that that authority remains with Hurst.

594. About two months before the MindMed 2022 annual general meeting on June 1, 2022, Burbank was asked to provide proxy rights for the

1 MindMed shares he was distributing, in the event that regulatory issues pre-
2 vented the timely release of MindMed shares to members.

3 595. Burbank said he would present the issue to Savant counsel, Olson.
4 Burbank falsely represented that Olson, the conflicted Dorsey Whitney attor-
5 ney, would appropriately review the request. Burbank knew, however, that Ol-
6 son would deny distributing proxies to protect Hurst.

7 596. Two days before the meeting, on May 29, 2020, Burbank also fraud-
8 ulently represented that Savant Addiction was empowered to vote the entire
9 bloc of the 55 million MindMed shares, that transferring proxy authority to the
10 Savant members was not possible since it was too close to the meeting, and that
11 Burbank could not provide proxy instructions to MindMed on the Savant mem-
12 bers' behalf.

13 597. Either Burbank never intended to distribute the undisputed shares
14 before the 2022 general meeting, or Burbank was incompetent to handle the
15 regulatory issues and create the proxies necessary to allow Savant members to
16 vote their shares.

17 598. Either would be a fraudulent misrepresentation, as Burbank repre-
18 sented that he had the qualifications to fulfill his duties as liquidating trustee,
19 including to proxy Savant Addiction's shares.

20 599. In addition, although Freeman did not know it at the time, Burbank
21 did in fact have the authority to proxy Savant Addiction's shares.

22 600. Freeman detrimentally relied on these misrepresentations. Had
23 Freeman known that Burbank would not distribute the undisputed shares,
24 Freeman would have taken action to protest Burbank's appointment and en-
25 force the distribution plan secured by Freeman's \$20,000 payment to Volk.

26 601. And had Freeman known that Burbank's putting the proxy request
27 to Olson was just a ruse to delay so that Burbank could announce his decision
28

only when it was too late for Freeman to do anything, Freeman would have taken action, including seeking an injunction, to force Burbank to issue those proxies.

2. *Derivative Claims and Predicate Acts Harming Nonparties*

602. Plaintiff incorporates here the definition and purpose of the Savant Enterprise, its associates, and the pattern of racketeering described above.

603. In addition to racketeering acts causing direct harm to Freeman, Hurst, Turnbull, and Burbank each committed and aided and abetted further acts of mail and wire fraud in violation of 18 U.S.C. §§ 1341 and 1343 and theft of trade secrets in violation of 18 U.S.C. § 1832, causing harm to Savant Inc., Savant Holdings, and Savant Addiction (derivative claims), or to nonparties (for which Freeman does not seek relief but which underscore the continuity and pattern of the Savant Enterprise).

604. These predicate acts constitute a continuing pattern of racketeering activity summarized below:

a. HURST'S FRAUD IN THE DELAY OF DISTRIBUTING SHARES TO MAINTAIN CONTROL OF SAVANT ADDICTION'S VOTING BLOC

605. Hurst represented that the MindMed shares needed to be sequestered in Savant Addiction but (1) that needed member approval, which Hurst did not receive, (2) which should have been dissolved according to the operating agreement because substantially all assets had been sold, (3) those shares should have been distributed according to the Freeman/Hurst agreement which Freeman paid \$20,000 and the Savant Holdings majority-in-interest dissolution agreement. In reality, Hurst sequestered the shares so he could control the MindMed board of directors and continue to self-deal with Turnbull.

606. As discussed in paragraphs 164-226 and 326-405, Hurst falsely represented that Savant Addiction's 55 million MindMed common shares were

1 transferred to SAM without member approval and then he entered into a 2 year
2 lockup agreement.

3 607. He then had the shares converted to 550,000 multiple voting shares
4 (MVS) for tax purposes and bylaw compliance. In reality, the conversion to MVS
5 merely created an additional hurdle to prevent individual Savant members
6 from exercising their voting rights and leave control of the voting bloc to Hurst.

7 608. Hurst also falsely represented the nature of the lock-up agreement
8 with Canaccord and the potential for obtaining a distribution to the individual
9 members in agreement with Freeman.

10 609. Savant Addiction members (including Savant Holdings members)
11 relied on these misrepresentations to their detriment, delaying action that
12 would have otherwise allowed them to more quickly gain access to their shares
13 and exercise the valuable voting rights.

14 610. While Freeman suffered a direct injury from the \$20,000 payment
15 to facilitate the re-conversion to common shares and the monetary value of his
16 voting rights and the loss of value of his shares, Savant Addiction members (in-
17 cluding Savant Holdings members) suffered the monetary loss of the value of
18 the shares' voting rights and the delay in distribution. While the shares were
19 locked up in an agreement between Savant Addiction and Canaccord, the bene-
20 ficial owners of those shares could not vote the shares; Hurst claimed that he
21 alone could vote those shares as managing member of Savant Holdings (and
22 with Savant Holdings as managing member of Savant Addiction), although this
23 is not supported by the operating agreements.

24 611. Hurst's statements indicated that if Savant Holdings were dis-
25 solved, Freeman could obtain a distribution of the MindMed shares. Yet when a
26 majority-in-interest of Savant Holdings filed a dissolution resolution, Hurst and
27 Ng ignored the resolution.

1 612. Instead, Hurst and Ng falsely represented that Savant Addiction
2 would proceed to “distribute the MindMed shares to LLC members.”

3 613. On October 7, 2020, Hurst falsely represented in an e-mail to Free-
4 man that, by paying MindMed’s counsel to perform administrative work to re-
5 lease the locked shares to individual Savant members, Freeman could vote (but
6 not sell or transfer on public markets) his share of the 55 million shares, about
7 20,000,000 shares.

8 614. Freeman and Savant members relied on these misrepresentations
9 to pay \$20,000 to MindMed’s counsel, Peter Volk. Canaccord was willing to al-
10 low the distribution of shares to Savant members, provided that the Savant
11 members agreed to same lock-up terms as Savant Addiction. Yet Hurst halted
12 the distribution of these shares to maintain control of the voting bloc.

13 615. Thus, the Savant members as a result of these misrepresentations
14 suffered delay in the distribution of shares—a delay that cost them a controlling
15 stake in MindMed—Savant members (Savant Addiction, Savant Holdings, Sa-
16 vant Inc.) lost the right to vote their shares and the value of the share vote.
17 Further, the delay in distributing the shares cost them share value as share
18 price plummeted because of Hurst’s misconduct.

19 b. BURBANK’S FRAUD IN THE DELAY OF DISTRIBUTING
20 SHARES TO MAINTAIN CONTROL OF SAVANT
 ADDICTION’S VOTING BLOC

21 616. As discussed in paragraphs 406-488, Burbank aided and abetted
22 Hurst’s acts of mail and wire fraud, misrepresented his own independence, and
23 falsely blamed on regulatory issues a purposeful delay in distributing unlocked
24 shares until after the May 2022 MindMed annual meeting.

25 617. Hurst represented that shares would be distributed prior to the
26 2022 MindMed AGM.

27
28

618. Savant Addiction members (including Savant Holdings members) detrimentally relied on these misrepresentations. Had they known that Burbank would not distribute the undisputed shares, they would have taken action to protest Burbank's appointment and enforce the distribution plan secured by Feeman's \$20,000 payment to Volk.

619. Had they known that Burbank would not provide proxy rights to their undisputed and unlocked MindMed shares, as Hurst represented would happen, and have Olson, a conflicted attorney, as Savant counsel decide, they would have taken action against Burbank's appointment.

620. Savant Addiction members (including Savant Holdings members) suffered the monetary loss of the value of the shares' voting rights and monetary loss from the delay in share distribution.

c. **HURST'S AND BURBANK'S FRAUD IN THE DISTRIBUTION OF MINDMED SHARES TO HURST.**

621. In e-mails, Hurst and Burbank have provided Savant Investors inaccurate and fraudulent capitalization tables. (§§ 406-488.)

622. In addition to entirely omitting the existence of Savant TAC (now Ceruvia), these tables omit the illegally backdated Savant Inc. options that Hurst issued to Belga as a personal "gift" and the fact Hurst as CEO had already misappropriated MindMed shares to himself.

623. Burbank, aware of the misrepresentations in the capitalization tables, nonetheless released to Hurst MindMed shares from Savant Addiction according to the inaccurate ownership percentages in the fraudulent capitalization table.

624. Hurst told Savant members through e-mail that books and records would be released, after the years long audit. But instead of releasing the audited books in 2022 as Hurst committed, he hired Burbank instead to continue to hide the books and records.

625. Without access to the books and records, the Savant Investors relied to their detriment on these misrepresentations. Had they known, Hurst and Burbank would not distribute audited books and records and distribute MindMed shares based on fraudulent capitalization tables they would not have signed operating agreements and not voted for Burbank as liquidating trustee s. As a consequence, Burbank has given Hurst MindMed shares to which he was not entitled, injuring Savant Addiction and accordingly diluting the remaining Savant Investors.

d. HURST'S AND FORTE'S FRAUD IN THE DISTRIBUTION OF SAVANT INC. SHARES AND MONEY

626. Savant Inc. has never held a shareholder meeting. (464-488.)

627. Hurst had fraudulently represented to Freeman in e-mail that Savant Inc. capitalization tables were unchanged, which was relied upon by Freeman. This appeared reasonable since, with the sale of 18-MC to MindMed, Freeman knew that Savant Inc., the management company, had no other drugs in development.

628. Nevertheless, without a shareholder meeting or vote of the shareholders, Hurst as CEO of Savant Inc. unilaterally appointed a so-called "board," including himself, Nico Forte, and Jeff Saling.

629. Despite that Savant Inc. has no drug-development or other business activity since the sale of 18-MC to MindMed in 2019, Hurst and Forte between 2020 and 2022 have distributed Savant Inc. stock and salaries to enrich themselves and other members of the Savant Enterprise, including Brigid Makes. Hurst and Forte have taken the 5.5 million MindMed shares that were distributed to Savant Inc. (its 10% cut of the 55 million) for their personal use.

630. In 2020, Hurst in e-mails fraudulently misrepresented that nothing was going on in Savant Inc. and that Freeman would receive a full accounting after the completion of an audit.

631. Hurst also promulgated fraudulent capitalization tables that do not reflect the secretly issued shares or the backdated options to Belga.

632. Instead of providing accurate capitalization tables or the promised accounting, as soon as the audit concluded Hurst appointed Burbank to his trustee roles at Savant Holdings and Savant Addiction to aid and abet the embezzlement and fraud at Savant Inc., which is 52% owned by Savant Holdings. Burbank should have overseen Savant Inc. as trustee of Savant Holdings, since Savant Inc. is a subsidiary of Savant Holdings, but Burbank did not, even after the majority-in-interest voted to have him do so.

633. Savant Inc. shareholders detrimentally relied on Hurst's misrepresentations and fraudulent capitalization tables. Had they known, they could have petitioned for an injunction to prohibit the distribution of shares and salaries that dilute the other shareholders.

e. BURBANK'S AND BPM'S PROMULGATION OF
FRAUDULENT CAPITALIZATION TABLES

634. Burbank, in e-mail communications to Savant Holdings members, and BPM through its website, have misrepresented Burbank as independent and transparent, but he has acted to the contrary. He has refused to independently address members, and has turned over investigations to Olson, who is conflicted, and he has ignored instructions from the Savant Holdings majority-in-interest. (¶¶ 416-488.)

635. As the 52% owner of Savant Inc., Savant Holdings could enforce a request for accounting or investigate the accuracy of Hurst's representations. And Savant Holdings members did so in an e-mail to Burbank based on their vote and resolution.

636. Burbank instead promulgated through e-mail fraudulent capitalization tables and never investigated or corrected Hurst's misrepresentations

1 regarding the absence of activity within Savant Inc. Doing so aided and abetted
2 Hurst and Forte and helped conceal their misdeeds and delay an accounting.

3 637. Members of Savant Holdings and Savant Inc. detrimentally relied
4 on Burbank's fraudulent capitalization tables and continued to await access to
5 the audited books and records. Had they known that Burbank was providing
6 fraudulent capitalization tables, members of Savant Addiction and/or Savant
7 Holdings could have petitioned for his removal and and injunction to prohibit
8 the distribution of shares to Hurst and salaries that diluted the other share-
9 holders.

10 f. HURST'S AND TURNBULL'S FRAUD IN THE SEWELL
11 PATENT ASSIGNMENT

12 638. Hurst and Turnbull defrauded Nicola Sewell and later the USPTO
13 by falsely representing—in communications over mail or e-mail using comput-
14 ers connected to the Internet across state lines—that the entity seeking to li-
15 cense the Sewell patent was associated with Savant, specifically "Savant TAC,
16 LLC, with an address at 1325 Airmotive Way, Suite 175A, Reno, NV 89502"
17 (Savant's corporate address). (¶¶ 70-117.)

18 639. In fact, Savant TAC had already been renamed as CH TAC, with its
19 headquarters in Connecticut, and the company was neither a Savant drug-de-
20 velopment LLC nor even disclosed to the Savant Investors.

21 640. Because of the misrepresentation, Nicola Sewell understood that
22 the company receiving the patent would be the same company with which the
23 draft license agreement had been negotiated and with which she had dealt over
24 the years and had confidence to develop the patent technology.

25 641. If Nicola Sewell had understood that Hurst and Turnbull were di-
26 verting the BOL-148 program away from Savant without informing the Savant
27 Investors, she would have alerted the Savant Entities before executing the as-
28 signment.

642. Hurst and Turnbull intended for Nicola to rely on this misrepresentation, and she in fact relied on it in executing the assignment to Savant TAC, rather than to Savant Inc., in which she had confidence to develop her late husband's patented technology.

643. In addition, rather than paying her a \$45,000 upfront license agreement, Hurst and Turnbull induced Niocla to accept less upfront money based on the good-will relationship she had with Savant Inc.

644. Hurst and Turnbull made the same misrepresentation to the USPTO in submitting—over mail and/or e-mail using computers connected to the Internet across state lines—their patent assignment, which the USPTO accepted.

645. Only after “Savant TAC” had the patent rights did Hurst and Turnbull disclose CH TAC's true name and location to the USPTO.

646. Ms. Sewell lost the \$45,000 upfront license fee, and the company, Savant Inc., that she had wanted to develop the patented technology.

g. HURST'S AND FORTE'S FRAUD IN THE FORMATION OF
MINDMED

647. Hurst defrauded Rahn (along with his company Liquidity Holdings LLC) and Latchman (along with his company LDL Corp.) by falsely representing—in communications over mail or e-mail using computers connected to the Internet across state lines—that Hurst had authority to enter into the MindMed agreements. (¶¶ 118-148, 164-207.)

648. In fact, Hurst had not obtained the required authorization from a majority-in-interest of Savant Addiction's.

649. Instead, Hurst kept the structure of the transaction secret from the Savant Investors until the deal closed since only Hurst and Forte were signatories to the agreement, and Ng as Savant counsel had seen it.

1 650. Ng and Forte were aware of Hurst's misrepresentation but abetted
2 it rather than alert the Savant Addiction members.

3 651. Hurst intended for Rahn, Latchman, and their respective compa-
4 nies to rely on the misrepresentation in order to structure the transaction in a
5 way that gave voting power to Hurst personally to control the direction of
6 MindMed by transferring the 55,000,000 MindMed shares to Savant Addiction
7 Medicine, rather than allowing the Savant Investors to vote MindMed shares
8 proportionate to their interest.

9 652. Rahn, Latchman, and their respective companies in fact relied on
10 the misrepresentation in investing in MindMed and executing the MindMed
11 Agreements.

12 653. Similarly, Hurst fraudulently represented to Rahn and Latchman
13 that 18-MC was a "phase 2 ready" drug to induce their investment in exchange
14 for just 35 million MindMed shares. Hurst then again fraudulently promised
15 Rahn and Latchman a \$1 million bonus for raising more funds than their initial
16 commitment, and again promised the Savant BOL-148 program would become a
17 MindMed program. Although Hurst eventually settled the claims relating to the
18 "phase 2 ready" misrepresented, he ignored the requirements of membership
19 approval in doing so.

20 654. The Savant Holdings and Savant Addiction members, who never
21 voted on the agreement as required by the operating agreement, became benefi-
22 cial owners and lost voting rights to 55,000,000 shares, lost the ability to sell
23 their shares on the private market, and were never made aware of the Latch-
24 man agreement, which would have alerted them to Hurst's fraudulent behavior.

h. ADEQUACY OF REPRESENTATION
AND DEMAND FUTILITY

655. At all relevant times, Freeman has been a shareholder of Savant Inc. and a member of Savant Holdings, which in turn is a 52% owner of Savant Addiction.

656. This claim is not collusive or brought to confer jurisdiction that this Court would otherwise lack.

657. Freeman fairly and adequately represents the interests of the Savant Inc. shareholder and Savant Holdings and Savant Addiction members:

a. Freeman is a major shareholder of Savant Inc., as indicated in the chart at paragraph 11, holding 27.7% of the shares.

b. Freeman is a major owner of Savant Holdings, as indicated in the chart at paragraph 11, holding 38.89% of the shares.

c. Freeman is a major owner of Savant Addiction through his 38.89% ownership in Savant Holdings, as indicated in the chart at paragraph 11, which makes him a 34.4% beneficial owner Savant Addiction.

d. Freeman is well-positioned to represent the interests of similarly situated shareholders and members because he has extensive knowledge of the misconduct that gives rise to the Savant Entities' claims, as detailed in the e-mails and other communications described above and attached to this complaint.

e. In particular, Freeman obtained the consent of a majority-in-interest of the members of Savant Holdings to vote to dissolve the company to force distributions, as detailed in paragraphs 378-385, which Hurst and Savant counsel refused to do.

f. Freeman also obtained the consent of a majority-in-interest of the members of Savant Holdings to issue instructions to Burbank, as detailed in paragraphs 459-463, which he ignored.

1 g. Because Savant Holdings is the parent company of both Sa-
2 vant Inc. and Savant Addiction, a majority-in-interest of Savant Holdings
3 could—had Hurst and Burbank not disregarded their instructions—have
4 controlled the direction of all three companies.

5 h. In a private meeting with just three Savant Inc. shareholders,
6 those shareholders also expressed frustration over the delay in distribu-
7 tion of MindMed shares, “whether it be from Savant HWP Holdings or Sa-
8 vant HWP Inc.”

9 i. The only shareholders and members whose interests diverge
10 from Freeman’s are Hurst and Turnbull, who are committing the miscon-
11 duct that gives rise to the Savant Entities’ claims.

12 658. Freeman has repeatedly made efforts to obtain action from those
13 with the authority of directors, and otherwise demand is excused as futile:

14 a. *Savant Inc.* has never held any annual or other shareholder
15 meetings to elect a valid board of directors. Although Hurst purported to
16 appoint a board unilaterally, as described in paragraph 636, that action is
17 void, so there is no validly elected board on whom to make a demand. The
18 identities of the so-called “directors” was not even shared with sharehold-
19 ers until recently, and the board has prevented Savant Inc. from holding
20 shareholder meetings. Alternatively, two of the three directors—Hurst
21 and Forte—are not independent, as they are implicated in the RICO con-
22 spiracy and cannot be expected to take action against their own miscon-
23 duct. Burbank, who as liquidating trustee of Savant Holdings has stew-
24 ardship over its subsidiaries, Savant Inc. and Savant Addiction, has also
25 refused to investigate Freeman’s claims and has instead deferred to Sa-
26 vant’s conflicted counsel, who have assisted Hurst, Turnbull, and Bur-
27 bank in the RICO conspiracy as described above.

1 b. *Savant Holdings* does not have a board of directors on whom
2 demand could be made, and under provisions of the operating agreement
3 that are challenged in this complaint, Hurst as managing member holds
4 veto power over his own removal or investigation into his misconduct.
5 Moreover, although Burbank now disclaims that he is the managing
6 member of *Savant Holdings* and lacks authority to investigate Hurst,
7 Burbank also specifically refused the demand of the majority-in-interest
8 to investigate this claim. Neither is independent because they are impli-
9 cated in the RICO conspiracy and cannot be expected to take action
10 against their own misconduct.

11 c. *Savant Addiction* is likewise under the sole control of Hurst
12 as managing member or Burbank as liquidating trustee and acting man-
13 aging member. Like the *Savant Holdings* operating agreement, the *Sa-*
14 *vant Addiction* operating agreement gives the managing member veto
15 power over removal or other action to investigate the managing member's
16 misconduct.

17 d. Freeman brought his concerns about Hurst's mismanagement
18 of all three *Savant Entities* to the attention of Hurst, *Savant's* counsel,
19 and Burbank.

20 e. This includes Freeman's October 2021 e-mail to Hurst and Ng
21 addressing Hurst's self-dealing.

22 f. As discussed, Ng and Dorsey & Whitney, rather than investi-
23 gating the allegations, wrote Freeman a cease-and-desist letter.

24 g. Likewise, since Burbank's appointment as trustee to address
25 the so-called "Scott issue," Burbank has refused to turn over the books
26 and records and refused to investigate any of the allegations in this
27
28

1 complaint, and has instead deferred to Hurst and Savant's counsel, which
2 have declined to address the issues.

3 h. John Weems, BPM's Director of Business Development and
4 Partnerships, was copied on Freeman's communications with Burbank,
5 Ng, and Olson informing him of the issues that Burbank was unwilling to
6 address.

7 i. No one at BPM has responded to address these issues.

8 j. Freeman and a majority-in-interest of the Savant Holdings
9 members also instructed Burbank, in the August 3, 2023 e-mail and sub-
10 sequent resolution, described in paragraphs 478-484, to take specific ac-
11 tions relevant to this claim, but Burbank and BPM have refused.

12 659. Under these circumstances, making a separate demand on the Sa-
13 vant Entities, who remain under the effective control of Hurst, either directly or
14 with Burbank and Forte, would be futile.

15 **3. *Pattern of Racketeering in Interstate Commerce***

16 660. Acts in furtherance of the purpose of the Savant Enterprise take
17 place across state lines. For instance, the sham promises in the accord and sat-
18 isfaction with Freeman, and the extortive scheme to transfer intellectual prop-
19 erty from both Savant TAC and MindMed to Ceruvia—were communicated over
20 e-mail using computers connected to the Internet across state lines.¹⁰ The origi-
21 nal offer of MindMed shares for the accord and satisfaction was initially com-
22 municated over the telephone, including telephone conversations across state
23 lines. The agreement with Nicola Sewell and the filings with the USPTO were
24 likewise communicated through computers connected to the Internet across
25 state lines.

26
27 ¹⁰ Timestamps on e-mails memorializing the conversations indicate that the
28 parties were in different time zones.

661. The acts set forth above constitute a pattern of racketeering activity pursuant to 18 U.S.C. § 1961(5) because they are aimed at a single goal. The tortious, fraudulent schemes described above are part of the Savant Enterprise's regular way of conducting its ongoing business—Turnbull and Hurst founded Ceruvia for the very purpose of operating as a shadow of the Savant Entities and MindMed, capitalizing on their medical advancements and relationships for personal gain through the theft and misuse of confidential information, trade secrets, and intellectual property, particularly in regard to the drugs BOL-148 and LSD.

662. That is, the Savant Enterprise's predicate acts are all in furtherance its greater purpose, making money off trade secrets and intellectual property of psychedelic medicines stolen from competitors, and hiding that misconduct.

4. Management of the Enterprise

663. Hurst, Turnbull, and Burbank have directly and indirectly conducted and participated in the management of the Savant Enterprise's affairs through the pattern of racketeering and activity described above, in violation of 18 U.S.C. § 1962(c), and have conspired to do so in violation of 18 U.S.C. § 1962(d).

664. Hurst and Turnbull hired on Ceruvia employees and/or recruited longtime associates or loyalists at MindMed to be the Savant Enterprise's foot soldiers and other Hurst/Turnbull loyalists to extend Hurst and Turnbull's improper control even further.

<i>Name</i>	<i>Relationship with Ceruvia/Hurst</i>	<i>Role at MindMed</i>
Kathleen Monroe (Kay)	Ceruvia COO	MindMed LSD project manager
Jeanne Bonelle	Ceruvia QA/QC	MindMed QA/QC/CMC

Judy Ashworth	Ceruvia regulatory/clinical	MindMed regulatory/clinical
Jack Henningfield	Ceruvia regulatory	MindMed regulatory
Carol Nast	Hurst associate	MindMed COO
Robert Barrow	Hurst/Turnbull associate	MindMed CEO
Kenneth Krisko	Hurst associate	MindMed outside counsel at Cooley, LLP
Nico Forte	Hurst associate/Savant Inc. director	MindMed chief of staff
Carol Vallone	Hurst recruit	MindMed board chair
Brigid Makes	Savant Addiction member	MindMed director

These lower rung co-conspirators are all seasoned pharmaceutical industry professionals working on identical drugs for Ceruvia, a competitor shadow company to the Savant Entities and MindMed, while working for the Savant Enterprise. If they were not outright aware of the criminality of their conduct they certainly knew about the general theft and misuse of confidential information from the Savant Entities, MindMed, and Freeman by the Savant Enterprise.

665. Forte and Burbank serve the Savant Enterprise by covering up its wrongdoing. As Hurst and Turnbull's foot-soldiers, Forte and Burbank may not know every detail of the enterprise's criminality, but they have sufficient knowledge to know that their real job has always been to prevent discovery of the Savant Enterprise's collective involvement in the theft and misuse by concealing the theft and misrepresentations in an effort to forestall timely claims.

666. Because Forte simultaneously served as both a Director of Savant Inc. and a Vice President of MindMed and oversaw contracts and intellectual property, he was privy to and able to block the release of information which

1 would have revealed Hurst and Turnbull's misappropriation to Savant mem-
2 bers and MindMed investors.

3 667. Burbank knew an independent trustee with fiduciary responsibili-
4 ties to members would not ask a conflicted Dorsey Whitney attorney like Olson
5 to investigate misconduct by Dorsey Whitney attorneys who had issued back-
6 dated options and filed the certificate of formation for Savant TAC.

7 668. Burbank also knew, when he blocked distribution of MindMed vot-
8 ing rights to members, that he was protecting Hurst; there was no reason a
9 proxy could not be given to members who were awaiting distribution of their
10 shares.

11 669. Burbank also knew that Savant Inc. was a subsidiary of Savant
12 Holdings and that, as liquidating trustee of Savant Holdings, he was responsi-
13 ble for all assets. He also knew that if his retention agreement had removed any
14 authority to investigate, which it did not, it would be invalid as induced by the
15 individual accused of fraud and subject to investigation. And even if Burbank
16 did not have investigative authority, he should have raised alarm bells to some-
17 one who does, like State and Federal officials.

18 **5. Ongoing Enterprise**

19 670. The predicate acts occurred over a period of more than two years,
20 since it began in 2012, making the Enterprise ongoing.

21 671. Moreover, the Savant Enterprise continues to operate; left un-
22 checked, it poses a real threat of concocting similar schemes against the Savant
23 Entities and MindMed (and other competitors).

24 672. The Savant Enterprise needs to continue to block the public disclo-
25 sure of its prior misconduct. And looking forward, the enterprise has its sights
26 on intellectual property that has not yet been fully developed, specifically the
27 drug uses Freeman himself envisioned and cultivated. The enterprise will seek
28

1 to misappropriate these trade secrets to Ceruvia and then provide the benefits
2 of these drugs' development solely to the members of Ceruvia—Hurst and Turn-
3 bull, and their employees.

4 673. Hurst and Turnbull's misappropriation of Savant's trade secrets
5 further reflects their intention that the Savant Enterprise be ongoing, not an
6 isolated incident. Indeed, rather than offloading the stolen trade secrets to the
7 highest bidder, Hurst and Turnbull instead established a competing entity, Ce-
8 ruvia, to develop BOL-148 and LSD for treatment of alcohol use disorder and
9 opioid addiction. Ceruvia, led by Turnbull as CEO and Hurst as a Director (as
10 of October 2022) began directly competing with Savant Addiction even while
11 Hurst remained Savant Addiction's managing member and remains CEO of Sa-
12 vant Inc., and Turnbull remains a Savant Addiction member.

13 674. They have also through a pattern of racketeering activity directly or
14 indirectly maintained an interest in or control of the Savant Enterprise, in vio-
15 lation of 18 U.S.C. § 1962(b).

16 675. Defendants have also conspired under 18 U.S.C. § 1962(d) to violate
17 the provisions of 18 U.S.C. § 1962(b).

18 676. As a direct and proximate result of defendants' racketeering activi-
19 ties and violations of 18 U.S.C. § 1962, plaintiff has been injured in his business
20 and property in that:

21 a. Plaintiff has been totally deprived of the 5,000,000 MindMed
22 Class A common shares of MindMed related to the loan accord and satis-
23 faction after not agreeing to allow Hurst to vote his MindMed shares and
24 an additional 2.75 million shares based on accurate valuation of MindMed
25 shares at the time of the loan accord.

26 b. Plaintiff has been deprived of the voting rights of about
27 20,000,000 Class A common shares, his beneficial interest of the
28

1 55,000,000 MindMed shares in SAM, after paying \$20,000 to have his
2 locked shares released.

3 c. Plaintiff would have received lost all of the salary, bonus,
4 stock options, and other incentives from Savant Inc. as part of the man-
5 agement of a BOL-148/LSD drug LLC formed with the trade secrets.

6 d. Plaintiff's MindMed job as CMO would have received salary,
7 bonus, stock options, and other benefits had his MindMed contract not
8 been tortuously interfered with to get him out of the way so Hurst and
9 Turnbull could effectuate the Transaction.

10 e. Plaintiff would have received \$250,000 of the \$500,000 Turn-
11 bull paid to Hurst since the payment was for Savant project, BOL-
12 148/LSD; Hurst and Freeman agreed to be equally compensated for Sa-
13 vant work.

14 f. Plaintiff would have received the voting rights to his
15 MindMed shares to vote in the 2021, 2022, 2023 MindMed AGM. Plaintiff
16 was the largest MindMed shareholder and thus his MindMed shares had
17 significant monetary voting value since share votes have a monetary
18 value.

19 g. Defendants Ceruvia, Hurst, and Turnbull extorted MindMed
20 into relinquishing property rights in BOL-148/LSD, in which plaintiff has
21 a beneficial interest and which plaintiff had personally developed, causing
22 a decline in the value of plaintiff's shares. Freeman also lost salary, bo-
23 nus, stock, stock options, and other benefits at MindMed because of Hurst
24 and Turnbull's schemes.

25 h. Plaintiff could have sold his MindMed shares on the private
26 equity market before the stock plummeted had the locked shares been re-
27 leased in October 2020, after paying the \$20,000 fee as Hurst requested.
28

677. As a direct and proximate result of defendants' breach, plaintiff has suffered general and special damages in excess of \$15,000. Plaintiff is entitled to treble damages under 18 U.S.C. § 1964(c) and punitive damages.

678. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney's fees as a result of defendants' breach.

SECOND CLAIM FOR RELIEF
CIVIL RICO (NRS 207.470) (HURST, TURNBULL, AND BURBANK)

***Direct and Derivative for Savant Inc.,
Savant Holdings, and Savant Addiction***

679. Plaintiff incorporates the foregoing allegations in this claim.

680. Each of the elements of federal RICO claim—including standing, the description of the Savant Enterprise, the predicate acts under federal mail and wire fraud and trade-secrets statutes, the pattern of racketeering, the description of the ongoing nature of the enterprise, and the Freeman's direct injuries and the derivative injuries to the Savant Entities—are analogous to Nevada's state-law counterpart and are incorporated here.

681. The description of Freeman's adequacy as a shareholder/member representative and his satisfaction of the requirement to make a demand from each of the Savant Entities is also described in the federal RICO claim and incorporated here.

682. Below are additional allegations specifically relevant to the state RICO claim.

683. Under NRS 207.360, a "crime related to racketeering" means the commission of, attempt to commit or conspiracy to commit any of the following crimes:

...

9. Taking property from another under circumstances not amounting to robbery;

1 10. Extortion;

2 ...

3 27. Embezzlement of money or property valued at \$650 or
4 more;

5 28. Obtaining possession of money or property valued at
6 \$650 or more, or obtaining a signature by means of false pre-
7 tenses; . . .

8 684. In turn, under NRS 207.390, “racketeering activity” means “engag-
9 ing in at least two crimes related to racketeering that have the same or similar
10 pattern, intents, results, accomplices, victims or methods of commission, or are
11 otherwise interrelated by distinguishing characteristics and are not isolated in-
12 cidents, if at least one of the incidents occurred after July 1, 1983, and the last
13 of the incidents occurred within 5 years after a prior commission of a crime re-
14 lated to racketeering.”

15 685. A defendant commits a racketeering offense under NRS
16 207.400(1)(a) when it,

17 with criminal intent receive[s] any proceeds derived, directly
18 or indirectly, from racketeering activity to use or invest,
19 whether directly or indirectly, any part of the proceeds, or the
20 proceeds derived from the investment or use thereof, in the
21 acquisition of:

22 (1) Any title to or any right, interest or equity in real
23 property; or

24 (2) Any interest in or the establishment or operation
25 of any enterprise.

26 686. A defendant commits a racketeering offense under NRS
27 207.400(1)(b) when it “acquire[s] or maintain[s], directly or indirectly, any inter-
28 est in or control of any enterprise” through racketeering activity.

 687. A defendant commits a racketeering offense under NRS
 207.400(1)(c) when it

1 is employed by or associated with any enterprise to conduct
2 or participate, directly or indirectly, in:

3 (1) The affairs of the enterprise through racketeering
4 activity; or

5 (2) Racketeering activity through the affairs of the
6 enterprise.

7 688. As described above, the Savant Enterprise was formed by Hurst
8 and Turnbull for the purpose of perpetuating the extortionate acts and other
9 criminal conduct alleged herein with the purpose of unlawfully misappropriat-
10 ing Savant's and MindMed's intellectual property related to BOL-148/LSD and
11 LSD. The Savant Enterprise allowed them to conduct the illegal scheme by us-
12 ing the corporate form to conceal their misconduct from the Savant Investors.
13 Cloaking their scheme in the guise of drug development companies also added a
14 veneer of legitimacy to the operation.

15 689. Hurst (through his management positions and ownership interest),
16 Turnbull (through ownership in Savant Addiction, agreements with Hurst, and
17 ownership of Ceruvia), and Burbank (as trustee of Savant Addiction and Savant
18 Holdings) are associated with the Savant Enterprise.

19 690. Here, as described above, Hurst, Turnbull, and Burbank engaged in
20 a pattern of racketeering activity through the Savant Enterprise. The examples
21 below focus on the most salient racketeering crime, but many of the acts consti-
22 tute multiple racketeering crimes.

23 *Embezzlement and Extortion.*

24 a. Hurst and Turnbull embezzled and otherwise misappropri-
25 ated Savant's BOL-148 program—along with the trade secrets and other
26 intellectual property and assets belonging to Savant Inc. and Savant
27 Holdings—and transferred it to their secret entity, Savant TAC.

28 b. Hurst and Turnbull also achieved an extortionate scheme

1 through manipulating Hurst's voting bloc of the MindMed shares locked
2 in Savant Addiction. Hurst induced Freeman to settle his claims for non-
3 payment of his loans for 5 million MindMed shares rather than pursuing
4 those loans, avoiding litigation at a time when Hurst needed to consoli-
5 date his control (voting bloc) over Savant and steer MindMed toward his
6 self-dealing with Ceruvia. Hurst then in bad faith disavowed their accord
7 and tried to extort Freeman into accepting fewer shares, commensurate
8 with the shares' increased value. Hurst continued to hold this leverage
9 over Freeman because Hurst had refused to distribute the shares even af-
10 ter Canaccord permitted the distribution and after Freeman paid Volk the
11 legal fees for completing the distribution and reconversion to common
12 shares.

13 c. Ultimately, the voting bloc—maintained by depriving the Sa-
14 vant Holdings members of their voting rights in MindMed—was neces-
15 sary to accomplish Hurst's and Turnbull's acts of extortion and embezzle-
16 ment from MindMed to Ceruvia. Turnbull and Hurst conspired to defraud
17 MindMed by commingling employees, sabotaging MindMed's manufactur-
18 ing process and slowing the clinical development programs, and ulti-
19 mately holding MindMed's board of directors hostage to approve Hurst's
20 self-dealing transactions with Ceruvia, including transactions in which
21 MindMed ceded valuable property rights to Ceruvia.

22 d. As a result of this self-dealing and crisis-making, Hurst and
23 Turnbull were able to force MindMed to forfeit its intellectual property to
24 BOL-148, and likely to LSD, to Ceruvia.

25 e. In effect, Turnbull and Hurst, while *at MindMed*, were able to
26 embezzle MindMed's intellectual property to Ceruvia, unencumbered by
27 having to share in the equity with Freeman and the other shareholders of
28

1 Savant or MindMed.

2 f. In addition, Hurst and Burbank have provided Savant Inves-
3 tors fraudulent capitalization that omit the illegally backdated Savant
4 Inc. options issued to Belga as a personal “gift” and do not account for
5 MindMed shares Hurst gave to himself.

6 g. On the basis of these inaccurate tables, Burbank has con-
7 spired with Hurst to embezzle MindMed shares that, under an accurate
8 accounting, would belong to the Savant Investors.

9 h. Hurst also used extortion by accusing Freeman of corporate
10 theft on the basis that Freeman accepted a \$100,000 sign-on bonus that
11 Hurst and MindMed’s CFO had personally approved. Hurst even threat-
12 ened to have Freeman arrested by the Las Vegas district attorney, and
13 MindMed’s outside counsel supported the criminal threats. As a result of
14 these extortive threats, Freeman signed the separation agreement with
15 MindMed, losing his position and influence as CMO of MindMed, along
16 with salary, bonus, stock options, and other benefits.

17 *False Pretenses.*

18 i. Hurst under false pretenses induced Freeman and the other
19 Savant Investors to sign the operating agreement for Savant Holdings,
20 which gave Hurst exclusive control, even as Hurst and Turnbull had al-
21 ready decided to divert BOL-148 trade secrets and other contributions
22 from Freeman and the other Savant Investors to Savant TAC (later Ceru-
23 via). Had Hurst and Turnbull disclosed their intentions, Hurst would not
24 have received the signatures and investments necessary to carry out their
25 schemes.

26 j. Hurst and Turnbull also induced Nicola Sewell to transfer the
27 Sewell patent to “Savant TAC” under the false pretense that it would be
28

1 developed within the Savant Entities, even as Savant TAC had already
2 been renamed CH TAC and had stolen the Savant BOL-148 program for
3 what would ultimately become Ceruvia.

4 k. Hurst, who ultimately obtained control over Savant Addiction
5 and did not share in the equity or executive role with Belga, obtained
6 Belga's services—as well as the beneficial interest in the financing that
7 Belga initiated—under false pretenses. Although Belga was entitled to
8 the equity interest and the role of CEO for his fundraising efforts, Hurst
9 took those benefits for himself.

10 l. Hurst under false pretenses represented to Rahm, Latchman,
11 and their respective companies that Hurst had authority to enter into the
12 MindMed Agreements, and that MC-18 was “phase 2 ready,” so as to pro-
13 cure their investment and execution of the MindMed Agreements and so-
14 lidify his control over MindMed for the benefit of the Savant Enterprise.

15 *Theft.*

16 m. Hurst issued backdated Savant Inc. stock options without
17 shareholder approval and misrepresented the issuance as an ordinary
18 business transaction rather than a personal “gift” funded by a fraud on
19 the Savant Inc. shareholders.

20 n. Because the backdated option agreement and its purpose as a
21 personal gift were concealed, this had the effect of depriving the Savant
22 Inc. shareholders of their property—the undiluted value of their shares—
23 in circumstances where they would not realize they had been improperly
24 diluted.

25 o. Burbank, aware of this unlawful activity, has aided and abet-
26 ted Hurst rather than investigate, rectify this conduct, or even allow ac-
27 cess to the books and records so that plaintiff or the other Savant
28

1 Investors could investigate.

2 691. Burbank has provided active and critical assistance to the Savant
3 Enterprise by covering up or preventing an investigation into Hurst and Turn-
4 bull's acts of extortion, embezzlement, and acquisition of property under false
5 pretenses.

6 a. Burbank delayed the release of MindMed shares until after
7 the MindMed annual meeting, thus preventing the Savant members from
8 obtaining a board seat and finding out about Hurst's and Turnbull's self-
9 dealing with respect to the BOL-148 and LSD embezzlement and extor-
10 tion through the Savant Enterprise.

11 b. Burbank not only refuses to investigate the allegations of
12 Hurst and Turnbull's self-dealing but continues to actively block Savant
13 members' voting rights to sequestered MindMed shares, refuses to release
14 books and records, and rejects the instructions of the majority-in-interest
15 with respect to producing documents and terminate Dorsey & Whitney.

16 692. Hurst and Turnbull committed their acts of extortion, embezzle-
17 ment, and acquisition of property under false pretenses and for which Burbank
18 provided critical assistance in covering up the criminal enterprise.

19 693. This enterprise, through Hurst's control of Savant and MindMed,
20 and Hurst and Turnbull's control of Ceruvia, commingled employees, sabotaged
21 MindMed's manufacturing process, and ultimately held MindMed's board of di-
22 rectors hostage to approve Hurst's self-dealing transactions with Ceruvia, in-
23 cluding transactions (such as commingling Savant asset BOL-148 and LSD with
24 Ceruvia) in which MindMed ceded valuable property rights to Ceruvia.

25 694. Hurst and Turnbull, with criminal intent, have used the proceeds of
26 their racketeering activities—especially the intellectual property from
27 MindMed and the BOL-148 program stolen from Savant—to invest in the
28

1 Savant Enterprise, in violation of NRS 207.400(a).

2 695. Hurst, Turnbull, and Burbank have directly and indirectly con-
3 ducted and participated in the conduct of the Savant Enterprise's affairs
4 through the pattern of racketeering and activity described above, in violation of
5 NRS 207.400(c).

6 696. They have also through a pattern of racketeering activity directly or
7 indirectly maintained an interest in or control of the Savant Enterprise, in vio-
8 lation of NRS 207.400(b).

9 697. As a direct and proximate result of defendants' racketeering activi-
10 ties and violations of NRS 207.400, plaintiff has been injured in his business
11 and property in that:

12 a. Plaintiff has been totally deprived of the 5,000,000 Class A
13 common shares of MindMed related to the accord and satisfaction.

14 b. Plaintiff has been deprived of the voting rights of the Class A
15 MindMed common shares, with the result that defendants Ceruvia,
16 Hurst, and Turnbull were able to extort MindMed into relinquishing
17 property rights in BOL-148/LSD in which plaintiff has a beneficial inter-
18 est and which plaintiff had personally developed.

19 c. Plaintiff has been denied salary, bonus, stock options, and
20 other benefits as a management member of Savant Inc. for the misappro-
21 priated BOL-148/LSD program.

22 d. Plaintiff has been denied salary, bonus, stock options, and
23 other benefits as a CMO of MindMed because he was fraudulently termi-
24 nated for getting in the way of the Savant Enterprise.

25 e. Plaintiff as assignee of Belga has been deprived of equity in-
26 terest in Savant Addiction and was denied the 20% equity in Savant Ad-
27 diction Medicine, the title and salary of CEO.

1 f. Plaintiff also asserts the derivative injury of the loss to Sa-
 2 vant Inc. and Savant Holdings from the misappropriation of trade secrets
 3 and intellectual property.

4 g. Plaintiff also asserts the derivative injury of the loss to Sa-
 5 vant Inc. and Savant Holdings from misappropriation of voting rights and
 6 loss of stock value, since members could not sell their shares on the pri-
 7 vate equity market.

8 698. As a direct and proximate result of defendants' breach, plaintiff has
 9 suffered general and special damages to his business and property in excess of
 10 \$15,000. Plaintiff is entitled to treble damages under NRS 207.470(1) and puni-
 11 tive damages.

12 699. Plaintiff has also been forced to retain counsel to pursue this action
 13 and has incurred attorney's fees as a result of defendants' breach. Plaintiff is
 14 entitled to "attorney's fees in the trial and appellate courts and costs of investi-
 15 gation and litigation reasonably incurred" under NRS 207.470(1).

16 700. Under NRS 207.470(4), this remedy is not exclusive of any other
 17 remedy or penalty.

18 **B. Misappropriation of the BOL-148/LSD Program and**
 19 **Other Abuses of Power through Savant and Ceruvia**

20 **THIRD CLAIM FOR RELIEF**
 21 **BREACH OF OPERATING AGREEMENTS**
 22 **(HURST, BURBANK, BPM, TURNBULL)**

23 ***Derivative for Savant Addiction and Savant Holdings***

24 701. Plaintiff incorporates the foregoing allegations in this claim.

25 702. Defendants Hurst and Turnbull are bound by the operating agree-
 26 ments of Savant Addiction and Savant Holdings as signatories, members, or
 27 managing members.

28 703. Hurst and Turnbull violated, among other provisions, Sections 7.05,
 7.02(b), 7.02(h), and 12.03 of the operating agreements in creating Savant TAC

1 as a secret entity, not informing the members of Savant Addiction or Savant
2 Holdings, and then failing to safeguard and actively misappropriating for Sa-
3 vant TAC the proprietary BOL-148 program, including confidential infor-
4 mation, trade secrets, and business opportunities belonging to Savant Inc. and
5 Savant Holding.

6 704. Hurst and Turnbull also violated these provisions of the operating
7 agreements in licensing the Sewell patent for CH TAC (falsely represented to
8 Nicola Sewell as “Savant TAC”), even though that opportunity belonged to Sa-
9 vant Inc. and Savant Holdings, with whom Dr. Sewell and his representatives
10 had previously drafted a license agreement, which also constituted confidential
11 information within the meaning of the operating agreements.

12 705. The theft of Savant’s BOL-148 program was never approved by a
13 majority-in-interest of the members.

14 706. In authorizing Savant Addiction to enter into the MindMed Agree-
15 ments, Hurst was acting in his capacity as managing member of Savant Hold-
16 ings and was therefore constrained by that entity’s operating agreement. The
17 Savant Holdings Operating Agreement makes clear that its managing member
18 may not make any material change to the nature of the “Business”—i.e., Savant
19 Holdings’s operating subsidiaries Savant Addiction and Savant Inc.—absent the
20 written consent of at least 51 percent of Savant Holdings’s members.

21 707. The MindMed Transaction made material changes to the “Busi-
22 ness,” as it transferred the 18-MC Assets to MindMed.

23 708. Indeed, while the operating subsidiaries had once been responsible
24 for developing the 18-MC Program, following the MindMed Transaction, Savant
25 Inc. serves no function whatsoever, and Savant Addiction merely holds 55 mil-
26 lion shares of MindMed stock, to be voted as a bloc by Hurst.

1 709. Hurst was therefore required by Section 7.02(b) of the Operating
2 Agreement to obtain written approval of a majority-in-interest of Savant Hold-
3 ings's members prior to executing the Agreements. Hurst, however, breached
4 the Savant Holdings Operating Agreement by proceeding without the required
5 member consent.

6 710. Hurst likewise breached the Operating Agreement in transferring
7 the 18-MC assets held directly or indirectly by Savant Holdings without author-
8 ization from a majority-in-interest of Savant Holdings.

9 711. Furthermore, Savant shareholders could not vote their MindMed
10 shares and remove Hurst as Chairman/CEO of MindMed to prevent his mis-
11 management. Nor could Savant members vote their shares to install a board
12 that represented their interests.

13 712. In particular, plaintiff could not vote his shares, as the largest
14 MindMed shareholder, to appoint or assume a board seat and protect his inter-
15 ests.

16 713. Hurst, as managing member of Savant Holdings and Savant Inc.,
17 had the power and obligation to ensure a proper accounting of the books and
18 records and an accurate total of a member's membership interests or other as-
19 sets in relation to the overall equity.

20 714. Burbank as trustee also has this power now.

21 715. Pursuant to Savant Holdings and Savant Addiction's engagement
22 with BPM and Burbank, BPM and Burbank assume the duties of the managing
23 member under the Operating Agreements, including the obligation to investi-
24 gate or remedy the breaches of Hurst while he was managing member.

25 716. Yet BPM and Burbank have failed to do so, breaching both their en-
26 gagement agreements and their assumed obligations under the Operating
27 Agreements.

1 717. Hurst's control of Savant's MindMed shares (voting bloc) and com-
2 mingling of assets with Ceruvia caused MindMed's stock price to drop and cost
3 Savant members tens of millions of dollars, including the inability to

4 a. sell MindMed shares on primary and secondary markets
5 while the stock price was high;

6 b. vote their MindMed shares to remove Hurst as Chairman and
7 CEO of MindMed and prevent his mismanagement;

8 c. vote for MindMed board members that represented their in-
9 terests; and

10 d. allow Freeman, MindMed's largest shareholder, to obtain a
11 board seat to represent his own interests.

12 718. In addition, Hurst's action in converting the MindMed common
13 shares to multiple voting shares also delayed Savant Investors from selling on
14 public exchanges because when shares unlocked, they still needed to be con-
15 verted back to common shares, a complicated process that often added several
16 months' delay and exacerbated the harm from the rapid drop in stock price.

17 719. For example, shares that unlocked in September 2020 and March
18 2021 were not conveyed to plaintiff until July 2021.

19 720. Hurst's breaches caused significant damages.

20 721. But for Hurst's delays and breaches of the operating agreements,
21 plaintiff would have sold his shares before MindMed's stock dropped.

22 722. If Savant members had been permitted to exercise the rights associ-
23 ated with their beneficial ownership of their shares, they could have prevented
24 the substantial harm caused by Hurst's mismanagement and commingling of
25 Ceruvia and MindMed assets.

1 723. Each of the preceding actions also constitutes a breach of the cove-
2 nant of good faith and fair dealing, whether or not the action violates the ex-
3 press terms of the operating agreements.

4 724. As a direct and proximate result of defendants' breach, plaintiff and
5 the Savant Entities on whose behalf plaintiff is derivatively suing have suffered
6 general and special damages in excess of \$15,000, and are entitled to punitive
7 damages.

8 725. Plaintiff has also been forced to retain counsel to pursue this action
9 and has incurred attorney's fees as a result of defendants' breach.

10 726. At all relevant times, Freeman has been a member of Savant Hold-
11 ings, which in turn is a 52% owner of Savant Addiction.

12 727. This claim is not collusive or brought to confer jurisdiction that this
13 Court would otherwise lack.

14 728. Freeman fairly and adequately represents the interests of the Sa-
15 vant Holdings and Savant Addiction members:

16 a. Freeman is a major owner of Savant Holdings, as indicated in
17 the chart at paragraph 11, holding 38.89% of the shares.

18 b. Freeman is a major owner of Savant Addiction through his
19 38.89% ownership in Savant Holdings, as indicated in the chart at para-
20 graph 11, which makes him a 34.4% beneficial owner Savant Addiction.

21 c. Freeman is well-positioned to represent the interests of simi-
22 larly situated members because he has extensive knowledge of the
23 breaches that give rise to the Savant Entities' claims, as detailed in the e-
24 mails and other communications described above and attached to this
25 complaint.

26 d. In particular, Freeman obtained the consent of a majority-in-
27 interest of the members of Savant Holdings to vote to dissolve the
28

1 company to force distributions, as detailed in paragraphs 378-385, which
2 Hurst and Savant counsel refused to do.

3 e. Freeman also obtained the consent of a majority-in-interest of
4 the members of Savant Holdings to issue instructions to Burbank, as de-
5 tailed in paragraphs 459-463, which he ignored.

6 f. Because Savant Holdings is the parent company of Savant
7 Addiction, a majority-in-interest of Savant Holdings could—had Hurst
8 and Burbank not disregarded their instructions—have controlled the di-
9 rection of both companies.

10 g. The only members whose interests diverge from Freeman's
11 are Hurst and Turnbull, who are committing the misconduct that gives
12 rise to the Savant Entities' claims.

13 729. Freeman has repeatedly made efforts to obtain action from those
14 with the authority of directors, and otherwise demand is excused as futile:

15 a. *Savant Holdings* does not have a board of directors on whom
16 demand could be made, and under provisions of the operating agreement
17 that are challenged in this complaint, Hurst as managing member holds
18 veto power over his own removal or investigation into his misconduct.
19 Moreover, although Burbank now disclaims that he is the managing
20 member of Savant Holdings and lacks authority to investigate Hurst,
21 Burbank also specifically refused the demand of the majority-in-interest
22 to investigate this claim. Neither is independent because they are impli-
23 cated in the breach of the operating agreements and cannot be expected to
24 take action against their own misconduct.

25 b. *Savant Addiction* is likewise under the sole control of Hurst
26 as managing member or Burbank as liquidating trustee and acting man-
27 aging member. Like the Savant Holdings operating agreement, the
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1 Savant Addiction operating agreement gives the managing member veto
2 power over removal or other action to investigate the managing member's
3 misconduct.

4 c. Freeman brought his concerns about Hurst's mismanagement
5 of all three Savant Entities to the attention of Hurst, Savant's counsel,
6 and Burbank.

7 d. This includes Freeman's October 2021 e-mail to Hurst and Ng
8 addressing Hurst's self-dealing.

9 e. As discussed, Ng and Dorsey & Whitney, rather than investi-
10 gating the allegations, wrote Freeman a cease-and-desist letter.

11 f. Likewise, since Burbank's appointment as trustee to address
12 the so-called "Scott issue," Burbank has refused to turn over the books
13 and records and refused to investigate any of the allegations in this com-
14 plaint, and has instead deferred to Hurst and Savant's counsel, which
15 have declined to address the issues.

16 g. John Weems, BPM's Director of Business Development and
17 Partnerships, was copied on Freeman's communications with Burbank,
18 Ng, and Olson informing him of the issues that Burbank was unwilling to
19 address.

20 h. No one at BPM has responded to address these issues.

21 i. Freeman and a majority-in-interest of the Savant Holdings
22 members also instructed Burbank, in the August 3, 2023 e-mail and sub-
23 sequent resolution, described in paragraphs 478-484, to take specific ac-
24 tions relevant to this claim, but Burbank and BPM have refused.

25 730. Under these circumstances, making a separate demand on the Sa-
26 vant Entities, who remain under the effective control of Hurst, either directly or
27 with Burbank and Forte, would be futile.

**FOURTH CLAIM FOR RELIEF
DEFENSE OF TRADE SECRETS ACT (18 U.S.C. § 1836)
(HURST, TURNBULL, AND CERUVIA)**

Direct and Derivative for Savant Inc. and Savant Holdings

731. Plaintiff incorporates the foregoing allegations in this claim.

732. Savant Inc. and/or Savant Holdings is an owner with respect to trade secrets within the meaning of 18 U.S.C. § 1839(3) and (4).

733. Plaintiff is also an owner of trade secrets through his membership in Savant Holdings, his shares of Savant Inc., and equitably through his personal efforts to develop the intellectual property and proprietary BOL-148 program for Savant Inc. and Savant Holdings.

734. This proprietary program included

a. Scientific and technical information, including information regarding the development of BOL-148 for therapeutic use through plaintiff's personal medical knowledge and study;

b. Financial, business, and economic information, including a comprehensive regulatory strategy, a study of the costs of conducting a clinical drug trial on BOL-148 at Yale and Hanover University, the identification of a manufacturer for producing BOL 148/LSD, and the draft license agreement for the Sewell patent;

c. Program devices, formulas, designs, and prototypes, including through the purchase of one gram of BOL-148.

735. Each of the elements of this program were confidential and were the sole right of Savant Inc. and/or Savant Holdings to develop for the benefit of the Savant Investors.

736. Savant Inc. and/or Savant Holdings took reasonable measures to keep the Savant BOL-148 program secret, including by requiring in both the

1 Savant Holdings and the Savant Addiction Operating Agreements (the latter of
2 which Turnbull signed as a Savant Addiction member)

3 a. A broad prohibition against the misuse of Savant's confiden-
4 tial information (Section 12.03);

5 b. A requirement that members be informed about any matters
6 reasonably expected to have a material impact on the company (Section 7.05);
7 and

8 c. A requirement of a majority-in-interest approval for major de-
9 cisions, such as changing the nature of the business or selling assets.

10 737. Plaintiff likewise took reasonable measures to keep the Savant
11 BOL-148 program secret by not sharing it outside the company.

12 738. The trade secrets belonging to Savant Inc. and/or Savant Holdings
13 are related to the development of BOL-148, a drug intended for use in interstate
14 and/or foreign commerce within the meaning of 18 U.S.C. § 1836(b)(1).

15 739. Hurst and Turnbull, through Savant TAC/CH TAC/Ceruvia, stole or
16 otherwise misappropriated trade secrets belonging to Savant Inc. and/or Savant
17 Holdings.

18 740. After secretly forming Savant TAC, Hurst and Turnbull used the
19 proprietary knowledge and intellectual property developed from the Savant
20 BOL-148 program to continue the program in their secret company.

21 741. They then defrauded Dr. Sewell's widow with misrepresentations
22 about the name and affiliation of the entity to which she was assigning the Sew-
23 ell patent.

24 742. Hurst also defrauded plaintiff and the Savant Entities in misrepre-
25 senting that Turnbull was collaborating with Savant to develop the BOL-148
26 program.

1 743. These misrepresentations enabled CH TAC (later Ceruvia) to obtain
2 the patent without the knowledge of the Savant Investors.

3 744. Ceruvia has since used the Savant BOL-148 program and the Sew-
4 ell patent to race toward FDA approval, including the submission of an IND ap-
5 plication for a Phase 1 clinical trial of BOL-148.

6 745. Ceruvia would not have been able to achieve this progress at this
7 speed without these stolen trade secrets.

8 746. As a direct and proximate result of defendants' misappropriation,
9 plaintiff and the Savant Entities on whose behalf plaintiff is derivatively suing
10 are entitled to all of the remedies under 18 U.S.C. § 1836(3), including injunc-
11 tive relief, damages both for actual loss and for unjust enrichment caused by
12 the misappropriation, and exemplary damages.

13 747. Plaintiff's direct injuries include the loss of all of the salary, bonus,
14 and equity incentives that he would have received as Savant's CMO had the
15 BOL-148/LSD program remained at Savant, rather than being stolen to Ceru-
16 via.

17 748. Savant Inc. and Savant Holdings were injured by the loss of the
18 BOL-148/LSD trade secrets and intellectual property.

19 749. Plaintiff has also been forced to retain counsel to pursue this action
20 and has incurred attorney's fees as a result of defendants' breach.

21 750. Because the trade secret was willfully and maliciously misappropri-
22 ated, plaintiff is entitled to an award of attorney's fees under 18 U.S.C.
23 § 1836(b)(3)(D).

24 751. At all relevant times, Freeman has been a shareholder of Savant
25 Inc. and a member of Savant Holdings.

26 752. This claim is not collusive or brought to confer jurisdiction that this
27 Court would otherwise lack.

1 753. Freeman fairly and adequately represents the interests of the Sa-
2 vant Inc. shareholder and Savant Holdings members:

3 a. Freeman is a major shareholder of Savant Inc., as indicated
4 in the chart at paragraph 11, holding 27.7% of the shares.

5 b. Freeman is a major owner of Savant Holdings, as indicated in
6 the chart at paragraph 11, holding 38.89% of the shares.

7 c. Freeman is well-positioned to represent the interests of simi-
8 larly situated shareholders and members because he has extensive
9 knowledge of BOL-148/LSD program that was stolen and the misconduct
10 by Hurst, Turnbull, and Ceruvia that gives rise to this claim, as detailed
11 in the e-mails and other communications described above and attached to
12 this complaint.

13 d. Freeman's personal claim does not create a conflict because
14 his personal claim is predicated on salary and other benefits that would
15 flow from the BOL-148/LSD program returning to Savant Holdings and/or
16 Savant Inc. Those benefits are not different or above the status quo before
17 the misappropriation to Ceruvia.

18 e. The only shareholders and members whose interests diverge
19 from Freeman's are Hurst and Turnbull, who are committing the miscon-
20 duct that gives rise to the Savant Entities' claims.

21 754. Freeman has repeatedly made efforts to obtain action from those
22 with the authority of directors, and otherwise demand is excused as futile:

23 a. *Savant Inc.* has never held any annual or other shareholder
24 meetings to elect a valid board of directors. Although Hurst purported to
25 appoint a board unilaterally, as described in paragraph 636, that action is
26 void, so there is no validly elected board on whom to make a demand. The
27 identities of the so-called "directors" was not even shared with sharehold-
28 ers until recently, and the board has prevented Savant Inc. from holding

1 shareholder meetings. Alternatively, two of the three directors—Hurst
2 and Forte—are not independent, as they are implicated in the theft of
3 trade secrets (Hurst orchestrated it, and Forte while having access to Sa-
4 vant Inc.’s books and records has not corrected the capitalization tables to
5 reflect Turnbull’s 2012 investment into the BOL-148/LSD program). Bur-
6 bank, who as liquidating trustee of Savant Holdings has stewardship over
7 its subsidiaries, Savant Inc. and Savant Addiction, has also refused to in-
8 vestigate Freeman’s claims or correct the capitalization tables that would
9 have revealed Savant TAC’s existence and revealed the theft of trade se-
10 crets.

11 b. *Savant Holdings* does not have a board of directors on whom
12 demand could be made, and under provisions of the operating agreement
13 that are challenged in this complaint, Hurst as managing member holds
14 veto power over his own removal or investigation into his misconduct.
15 Moreover, although Burbank now disclaims that he is the managing
16 member of Savant Holdings and lacks authority to investigate Hurst,
17 Burbank also specifically refused the demand of the majority-in-interest
18 to investigate this claim. Neither is independent because they are impli-
19 cated in the theft of the BOL-148/LSD program or its coverup and cannot
20 be expected to take action against their own misconduct.

21 c. Freeman brought his concerns about Hurst’s mismanagement
22 of all three Savant Entities to the attention of Hurst, Savant’s counsel,
23 and Burbank.

24 d. This includes Freeman’s October 2021 e-mail to Hurst and Ng
25 addressing Hurst’s self-dealing.

26 e. As discussed, Ng and Dorsey & Whitney, rather than investi-
27 gating the allegations, wrote Freeman a cease-and-desist letter.
28

1 f. Likewise, since Burbank's appointment as trustee to address
 2 the so-called "Scott issue," Burbank has refused to turn over the books
 3 and records and refused to investigate any of the allegations in this com-
 4 plaint, and has instead deferred to Hurst and Savant's counsel, which
 5 have declined to address the issues.

6 g. John Weems, BPM's Director of Business Development and
 7 Partnerships, was copied on Freeman's communications with Burbank,
 8 Ng, and Olson informing him of the issues that Burbank was unwilling to
 9 address.

10 h. No one at BPM has responded to address these issues.

11 i. Freeman and a majority-in-interest of the Savant Holdings
 12 members also instructed Burbank, in the August 3, 2023 e-mail and sub-
 13 sequent resolution, described in paragraphs 478-484, to take specific ac-
 14 tions relevant to this claim, but Burbank and BPM have refused.

15 755. Under these circumstances, making a separate demand on the Sa-
 16 vant Entities, who remain under the effective control of Hurst, either directly or
 17 with Burbank and Forte, would be futile.

18 **FIFTH CLAIM FOR RELIEF**
 19 **UNIFORM TRADE SECRETS ACT (NRS CHAPTER 600A)**
 20 **(HURST, TURNBULL, AND CERUVIA)**

21 ***Direct and Derivative for Savant Inc. and Savant Holdings***

22 756. Plaintiff incorporates the foregoing allegations in this claim.

23 757. Savant Inc. and/or Savant Holdings is an owner with respect to
 24 trade secrets within the meaning of NRS 600A.030(3) and (5).

25 758. Plaintiff is also an owner of trade secrets through his membership
 26 in Savant Holdings, his shares of Savant Inc., and equitably through his per-
 27 sonal efforts to develop the intellectual property and proprietary BOL-148 pro-
 28 gram for Savant Inc. and Savant Holdings.

1 759. Hurst and Turnbull, through Savant TAC/CH TAC/Ceruvia, stole or
2 otherwise misappropriated trade secrets belonging to Savant Inc. and/or Savant
3 Holdings.

4 760. As a direct and proximate result of defendants' misappropriation,
5 plaintiff and the Savant Entities on whose behalf plaintiff is derivatively suing
6 are entitled to all of the remedies under NRS 600A.040-.060, including injunc-
7 tive relief, damages in excess of \$15,000, and exemplary damages.

8 761. Plaintiff's direct injuries include the loss of all of the salary, bonus,
9 and equity incentives that he would have received as Savant's CMO had the
10 BOL-148/LSD program remained at Savant, rather than being stolen to Ceru-
11 via.

12 762. Savant Inc. and Savant Holdings were injured by the loss of the
13 BOL-148/LSD trade secrets and intellectual property.

14 763. Plaintiff has also been forced to retain counsel to pursue this action
15 and has incurred attorney's fees as a result of defendants' breach.

16 764. Because the trade secret was willfully and maliciously misappropri-
17 ated, plaintiff is entitled to an award of attorney's fees under NRS 600A.060(3).

18 765. At all relevant times, Freeman has been a shareholder of Savant
19 Inc. and a member of Savant Holdings.

20 766. This claim is not collusive or brought to confer jurisdiction that this
21 Court would otherwise lack.

22 767. Freeman fairly and adequately represents the interests of the Sa-
23 vant Inc. shareholder and Savant Holdings members:

24 a. Freeman is a major shareholder of Savant Inc., as indicated
25 in the chart at paragraph 11, holding 27.7% of the shares.

26 b. Freeman is a major owner of Savant Holdings, as indicated in
27 the chart at paragraph 11, holding 38.89% of the shares.

1 c. Freeman is well-positioned to represent the interests of simi-
2 larly situated shareholders and members because he has extensive
3 knowledge of BOL-148/LSD program that was stolen and the misconduct
4 by Hurst, Turnbull, and Ceruvia that gives rise to this claim, as detailed
5 in the e-mails and other communications described above and attached to
6 this complaint.

7 d. Freeman's personal claim does not create a conflict because
8 his personal claim is predicated on salary and other benefits that would
9 flow from the BOL-148/LSD program returning to Savant Holdings and/or
10 Savant Inc. Those benefits are not different or above the status quo before
11 the misappropriation to Ceruvia.

12 e. The only shareholders and members whose interests diverge
13 from Freeman's are Hurst and Turnbull, who are committing the miscon-
14 duct that gives rise to the Savant Entities' claims.

15 768. Freeman has repeatedly made efforts to obtain action from those
16 with the authority of directors, and otherwise demand is excused as futile:

17 a. *Savant Inc.* has never held any annual or other shareholder
18 meetings to elect a valid board of directors. Although Hurst purported to
19 appoint a board unilaterally, as described in paragraph 636, that action is
20 void, so there is no validly elected board on whom to make a demand. The
21 identities of the so-called "directors" was not even shared with sharehold-
22 ers until recently, and the board has prevented Savant Inc. from holding
23 shareholder meetings. Alternatively, two of the three directors—Hurst
24 and Forte—are not independent, as they are implicated in the theft of
25 trade secrets (Hurst orchestrated it, and Forte while having access to Sa-
26 vant Inc.'s books and records has not corrected the capitalization tables to
27 reflect Turnbull's 2012 investment into the BOL-148/LSD program).

1 Burbank, who as liquidating trustee of Savant Holdings has stewardship
2 over its subsidiaries, Savant Inc. and Savant Addiction, has also refused
3 to investigate Freeman's claims or correct the capitalization tables that
4 would have revealed Savant TAC's existence and revealed the theft of
5 trade secrets.

6 b. *Savant Holdings* does not have a board of directors on whom
7 demand could be made, and under provisions of the operating agreement
8 that are challenged in this complaint, Hurst as managing member holds
9 veto power over his own removal or investigation into his misconduct.
10 Moreover, although Burbank now disclaims that he is the managing
11 member of Savant Holdings and lacks authority to investigate Hurst,
12 Burbank also specifically refused the demand of the majority-in-interest
13 to investigate this claim. Neither is independent because they are impli-
14 cated in the theft of the BOL-148/LSD program or its coverup and cannot
15 be expected to take action against their own misconduct.

16 c. Freeman brought his concerns about Hurst's mismanagement
17 of all three Savant Entities to the attention of Hurst, Savant's counsel,
18 and Burbank.

19 d. This includes Freeman's October 2021 e-mail to Hurst and Ng
20 addressing Hurst's self-dealing.

21 e. As discussed, Ng and Dorsey & Whitney, rather than investi-
22 gating the allegations, wrote Freeman a cease-and-desist letter.

23 f. Likewise, since Burbank's appointment as trustee to address
24 the so-called "Scott issue," Burbank has refused to turn over the books
25 and records and refused to investigate any of the allegations in this com-
26 plaint, and has instead deferred to Hurst and Savant's counsel, which
27 have declined to address the issues.

i. Freeman and a majority-in-interest of the Savant Holdings members also instructed Burbank, in the August 3, 2023 e-mail and subsequent resolution, described in paragraphs 478-484, to take specific actions relevant to this claim, but Burbank and BPM have refused.

Direct and Derivative for Savant Inc. and Savant Holdings

773. Hurst and Turnbull instead leveraged the Savant name by creating Savant TAC, inducing Sewell's widow to transfer the patent to that entity (even though Savant TAC had already become CH TAC), and only afterwards correcting the name to CH TAC and later to Ceruvia.

1 774. While Hurst and Turnbull were secretly engaged in usurping Sa-
2 vant's opportunity to develop BOL-148/LSD, Hurst continued to reassure Free-
3 man that Savant would continue to have a BOL-148/LSD program in partner-
4 ship with Ceruvia.

5 775. The loss of this opportunity to Savant (and later MindMed) culmi-
6 nated in the LSD manufacturing "crisis" described above, in which Hurst and
7 Turnbull negotiated to subordinate and sacrifice to Ceruvia MindMed's exclu-
8 sive rights to LSD and to develop drugs based on BOL-148.

9 776. Hurst and Turnbull also interfered with Freeman's employment as
10 MindMed CMO for the purpose of orchestrating this crisis and misappropria-
11 tion, as without Freeman's ouster he would have prevented it.

12 777. Hurst, Turnbull, and Ceruvia benefitted from the usurpation of
13 these and other business opportunities and this interference with economic ad-
14 vantage belonging to plaintiff and Savant.

15 778. Plaintiff's direct injuries include the loss of all of the salary, bonus,
16 and equity incentives that he would have received as Savant's CMO had the
17 BOL-148/LSD program remained at Savant, rather than being stolen to Ceru-
18 via, as well as the loss of Freeman's position and influence as MindMed's CMO,
19 along with accompanying salary, equity, and other benefits that he lost with his
20 termination. Plaintiff has also been injured by MindMed's suit against him on
21 the basis of the separation agreement which was the result of Hurst's and Turn-
22 bull's interference.

23 779. Savant Inc. and Savant Holdings were injured by the loss of the
24 BOL-148/LSD trade secrets and intellectual property.

25 780. As a sole, direct and proximate result of the foregoing, plaintiff has
26 been damaged in a sum in excess of \$15,000 and is entitled to general, special,
27 and punitive damages.

1 781. In the event that plaintiff is not entitled to full relief under NRS
2 chapter 600A, this action is alternative to any remedies available under that
3 chapter.

4 782. Plaintiff has also been forced to retain counsel to pursue this action
5 and has incurred attorney's fees as a result of defendants' breach.

6 783. At all relevant times, Freeman has been a shareholder of Savant
7 Inc. and a member of Savant Holdings.

8 784. This claim is not collusive or brought to confer jurisdiction that this
9 Court would otherwise lack.

10 785. Freeman fairly and adequately represents the interests of the Sa-
11 vant Inc. shareholder and Savant Holdings members:

12 a. Freeman is a major shareholder of Savant Inc., as indicated
13 in the chart at paragraph 11, holding 27.7% of the shares.

14 b. Freeman is a major owner of Savant Holdings, as indicated in
15 the chart at paragraph 11, holding 38.89% of the shares.

16 c. Freeman is well-positioned to represent the interests of simi-
17 larly situated shareholders and members because he has extensive
18 knowledge of BOL-148/LSD program and other corporate opportunities
19 stolen by Hurst, Turnbull, and Ceruvia that gives rise to this claim, as de-
20 tailed in the e-mails and other communications described above and at-
21 tached to this complaint.

22 d. Freeman's personal claim does not create a conflict because
23 his personal claim is predicated on salary and other benefits that would
24 flow from the BOL-148/LSD program returning to Savant Holdings and/or
25 Savant Inc. Those benefits are not different or above the status quo before
26 the misappropriation to Ceruvia.

1 e. The only shareholders and members whose interests diverge
2 from Freeman's are Hurst and Turnbull, who are committing the miscon-
3 duct that gives rise to the Savant Entities' claims.

4 786. Freeman has repeatedly made efforts to obtain action from those
5 with the authority of directors, and otherwise demand is excused as futile:

6 a. *Savant Inc.* has never held any annual or other shareholder
7 meetings to elect a valid board of directors. Although Hurst purported to
8 appoint a board unilaterally, as described in paragraph 636, that action is
9 void, so there is no validly elected board on whom to make a demand. The
10 identities of the so-called "directors" was not even shared with sharehold-
11 ers until recently, and the board has prevented Savant Inc. from holding
12 shareholder meetings. Alternatively, two of the three directors—Hurst
13 and Forte—are not independent, as they are implicated in the theft of
14 trade secrets (Hurst orchestrated it, and Forte while having access to Sa-
15 vant Inc.'s books and records has not corrected the capitalization tables to
16 reflect Turnbull's 2012 investment into the BOL-148/LSD program). Bur-
17 bank, who as liquidating trustee of Savant Holdings has stewardship over
18 its subsidiaries, Savant Inc. and Savant Addiction, has also refused to in-
19 vestigate Freeman's claims or correct the capitalization tables that would
20 have revealed Savant TAC's existence and revealed the theft of trade se-
21 crets.

22 b. *Savant Holdings* does not have a board of directors on whom
23 demand could be made, and under provisions of the operating agreement
24 that are challenged in this complaint, Hurst as managing member holds
25 veto power over his own removal or investigation into his misconduct.
26 Moreover, although Burbank now disclaims that he is the managing
27 member of Savant Holdings and lacks authority to investigate Hurst,
28

1 Burbank also specifically refused the demand of the majority-in-interest
2 to investigate this claim. Neither is independent because they are impli-
3 cated in the theft of the BOL-148/LSD program or its coverup and cannot
4 be expected to take action against their own misconduct.

5 c. Freeman brought his concerns about Hurst's mismanagement
6 of all three Savant Entities to the attention of Hurst, Savant's counsel,
7 and Burbank.

8 d. This includes Freeman's October 2021 e-mail to Hurst and Ng
9 addressing Hurst's self-dealing.

10 e. As discussed, Ng and Dorsey & Whitney, rather than investi-
11 gating the allegations, wrote Freeman a cease-and-desist letter.

12 f. Likewise, since Burbank's appointment as trustee to address
13 the so-called "Scott issue," Burbank has refused to turn over the books
14 and records and refused to investigate any of the allegations in this com-
15 plaint, and has instead deferred to Hurst and Savant's counsel, which
16 have declined to address the issues.

17 g. John Weems, BPM's Director of Business Development and
18 Partnerships, was copied on Freeman's communications with Burbank,
19 Ng, and Olson informing him of the issues that Burbank was unwilling to
20 address.

21 h. No one at BPM has responded to address these issues.

22 i. Freeman and a majority-in-interest of the Savant Holdings
23 members also instructed Burbank, in the August 3, 2023 e-mail and sub-
24 sequent resolution, described in paragraphs 478-484, to take specific ac-
25 tions relevant to this claim, but Burbank and BPM have refused.

SEVENTH CLAIM FOR RELIEF
BREACH OF FIDUCIARY DUTY AND
DUTY OF LOYALTY (HURST, BURBANK, BPM, AND FORTE)

*Direct and Derivative for Savant Inc.,
Savant Holdings, and Savant Addiction*

787. Plaintiff incorporates the foregoing allegations in this claim.

788. Hurst owes a fiduciary duty and duty of loyalty to Savant Inc. in his capacity as CEO.

789. Hurst also owes fiduciary duties to Savant Holdings and Savant Addiction because his attempt to limit his fiduciary duties in the operating agreements of Savant Holdings and Savant Addiction was invalid. Those operating agreements entered into force only on the basis of Hurst's fraudulent misrepresentations and concealment of his collaboration with Turnbull dating back to 2012.

790. In addition, Hurst stands in a special relationship of trust to the Savant members because his Hurst's total control over the Savant Entities give him superior information about the companies, forcing members to rely on and place their trust in his representations.

791. Hurst owes a fiduciary duty and duty of loyalty to plaintiff. These duties arise not just from Hurst's service as a corporate officer and director of Savant Inc. and the parties' mutual service on the MindMed board of directors,¹¹ but also from the parties' longstanding partnership that predates even the formation of Savant Addiction and Savant Holdings. Over the course of more than a decade, Freeman had come to trust Hurst and rely on his

¹¹ Under Canadian law, any "provision in a contract, the articles, the by-laws or a resolution [that] relieves a director or officer from the duty to act in accordance with this Act or the regulations or relieves them from liability for a breach thereof" is prohibited. Can. Bus. Corp. Act § 122(3). Directors are absolutely required to "act honestly and in good faith with a view to the best interests of the corporation," *id.* § 122(1)(a).

1 judgment, expecting that Hurst would act in Freeman's best interest and those
2 of Savant and MindMed.

3 792. In fact, Freeman entered into an agreement with Hurst that they
4 would each be equally compensated in salary, stock, stock options, and bonus,
5 so that their interests were aligned. It was under this agreement that Freeman
6 acquiesced to allowing Hurst to be CEO/Chairman.

7 793. Hurst breached that trust by repeatedly placing his own interests
8 and those of Turnbull and Ceruvia—a company in which Freeman, and the
9 other Savant Investors have no stake—above those of Freeman.

10 794. Hurst, as CEO, failed to protect the interests of Savant Inc. share-
11 holders but instead created operating agreements that gave him permanent and
12 unchecked power over the disclosed LLCs, Savant Holdings and Savant Addic-
13 tion, while concealing his self-dealing in the creation of the undisclosed Savant
14 TAC.

15 795. Hurst, as CEO of Savant Inc., also breached his fiduciary duties in
16 conspiring with Turnbull and Ng to misappropriate the BOL-148 program to
17 Savant TAC, later Ceruvia, in which Hurst had an undisclosed interest.

18 796. Hurst has also breached his fiduciary duties in preventing share-
19 holders from getting their shares from Savant Inc.

20 797. Hurst has also breached his fiduciary duties in issuing backdated
21 Savant Inc. options to Belga as a personal gift—an act that had the effect of di-
22 luting the other Savant Investors—without shareholder approval or informing
23 the shareholders of the improper “gift.”

24 798. Worse, Hurst obtained his own shares of MindMed stock on the ba-
25 sis of fraudulent capitalization tables that omit the backdated options, thereby
26 inflating the share that he received compared to what he would be entitled to
27 under an accurate accounting.

1 799. In doing so, he has conspired with Burbank and Forte: Savant Inc.
2 is 52 percent owned by Savant Holdings, for which Burbank is the trustee and
3 has a duty to Savant Holdings members.

4 800. Pursuant to Savant Holdings and Savant Addiction's engagement
5 with BPM and Burbank, BPM and Burbank are to act in the members' inter-
6 est—including their interest in obtaining a proper accounting from Savant Inc.
7 and Hurst as its fiduciary.

8 801. Notwithstanding any attempted contractual disclaimer, these du-
9 ties are fiduciary in nature:

10 a. As liquidating trustee of Savant Holdings, Burbank bears the
11 responsibility to oversee its subsidiary, Savant Inc., whose officers (in-
12 cluding Hurst) owe fiduciary duties to their shareholders.

13 b. Burbank and BPM misrepresented their independence from
14 Hurst in their appointment, with the purpose of covering up Hurst's mis-
15 conduct, and so cannot disclaim fiduciary duties on the basis of an arm's-
16 length transaction.

17 c. Burbank steps into the shoes of Hurst as managing member.
18 Hurst's own attempt to limit his fiduciary duties in the operating agree-
19 ments of Savant Holdings and Savant Addiction was invalid because
20 those operating agreements entered into force only on the basis of Hurst's
21 fraudulent misrepresentations and concealment of his collaboration with
22 Turnbull dating back to 2012.

23 d. Burbank and BPM, like Hurst, stand in a special relationship
24 of trust with the members of Savant Holdings and Savant Addiction, par-
25 ticularly because Burbank has superior information about the companies
26 and has refused to turn over the companies' books and records, thus forc-
27 ing members to rely on and place their trust in Burbank's
28

1 representations.

2 802. Yet BPM and Burbank have failed to do so, breaching their obliga-
3 tions to the members of Savant Holdings and Savant Addiction.

4 803. Burbank has never acted as an independent liquidating trustee, but
5 instead has acted in Hurst's best interests, as prescribed by Hurst and Olson,
6 who was conflicted because of his firm's relationship with Hurst.

7 804. Burbank has breached his fiduciary duties and duties of loyalty by
8 acting loyally to Hurst—not the Savant members—since his appointment, in-
9 cluding by:

10 a. transferring Savant assets and MindMed stock, based on in-
11 accurate and fraudulent capitalization tables that do not include Savant
12 TAC, the backdated options, or misappropriated MindMed shares by
13 Hurst at Savant Inc.;

14 b. refusing to release books and records;

15 c. refusing to provide proxy rights to Savant Holdings members
16 to locked and unlocked MindMed shares sequestered in Savant Addiction
17 so members could vote in MindMed annual and other meetings;

18 d. ignoring Hurst's and Forte's violations of corporate govern-
19 ance at Savant Inc., such as the failure to hold annual shareholder meet-
20 ings or allow shareholders to vote for the board of directors, and redistrib-
21 uting shares to themselves without shareholder approval;

22 e. ignoring the interests of the Savant Inc. shareholders, includ-
23 ing the members of Savant Holdings, who together own over 50 percent of
24 Savant Inc.;

25 f. refusing to investigate Hurst;

26 g. delaying the release of MindMed shares until after the annual
27 MindMed shareholders meeting in an effort to block Savant Holdings
28

1 members from obtaining MindMed board of director seats that would al-
2 low them to learn of Hurst's activities at MindMed, a delay that cost
3 MindMed shareholders tens of millions of dollars as the MindMed stock
4 spiraled downward;

5 h. refusing to terminate Dorsey & Whitney, who backdated op-
6 tions and established Savant TAC, despite the instructions from the ma-
7 jority-in-interest of Savant Holdings.

8 805. Under Delaware law, a corporation must hold annual shareholders
9 meetings, and shareholder must elect the board of directors.

10 806. Hurst has done none of this; there has never been an annual share-
11 holder meeting, and Hurst has appointed the board—including Forte—unilater-
12 ally.

13 807. In doing so, Hurst has installed Forte on the board of Savant Inc.

14 808. Forte, as a member of the board, likewise owes fiduciary duties to
15 Savant Inc. and its shareholders.

16 809. Despite the conflict of interest, Forte has executed Hurst's wishes in
17 breach of Forte's fiduciary duties to the corporation.

18 810. Hurst and Forte have taken salaries and given themselves stock
19 grants, despite the absence of a business reason for doing so.

20 811. Freeman's direct damages include the loss of compensation, includ-
21 ing salary, stock, stock options, and bonus—at both the Savant Inc. and
22 MindMed—that resulted when the BOL-148/LSD programs was stolen from Sa-
23 vant Inc. and Savant Holdings, and when Freeman was terminated from
24 MindMed.

25 812. Savant Inc. is damaged by the dilution caused by unauthorized dis-
26 tribution of salary and stock and stock options, including the backdated stock
27 options.

1 813. Savant Holdings and Savant Inc. are damaged by the loss of the
2 BOL-148/LSD program.

3 814. Savant Holdings and Savant Addiction are damaged by the loss of
4 voting rights from the refusal to distribute shares.

5 815. As a sole, direct, and proximate result of the foregoing, plaintiff has
6 been damaged in a sum in excess of \$15,000 and is entitled to general, special,
7 and punitive damages.

8 816. Plaintiff has also been forced to retain counsel to pursue this action
9 and has incurred attorney's fees as a result of defendants' breach.

10 817. At all relevant times, Freeman has been a shareholder of Savant
11 Inc. and a member of Savant Holdings, which in turn is a 52% owner of Savant
12 Addiction.

13 818. This claim is not collusive or brought to confer jurisdiction that this
14 Court would otherwise lack.

15 819. Freeman fairly and adequately represents the interests of the Sa-
16 vant Inc. shareholder and Savant Holdings and Savant Addiction members:

17 a. Freeman is a major shareholder of Savant Inc., as indicated
18 in the chart at paragraph 11, holding 27.7% of the shares.

19 b. Freeman is a major owner of Savant Holdings, as indicated in
20 the chart at paragraph 11, holding 38.89% of the shares.

21 c. Freeman is a major owner of Savant Addiction through his
22 38.89% ownership in Savant Holdings, as indicated in the chart at para-
23 graph 11, which makes him a 34.4% beneficial owner Savant Addiction.

24 d. Freeman is well-positioned to represent the interests of simi-
25 larly situated shareholders and members because he has extensive
26 knowledge of the misconduct that gives rise to the Savant Entities'
27 claims, as detailed in the e-mails and other communications described
28 above and attached to this complaint.

1 e. In particular, Freeman obtained the consent of a majority-in-
2 interest of the members of Savant Holdings to vote to dissolve the com-
3 pany to force distributions, as detailed in paragraphs 378-385, which
4 Hurst and Savant counsel refused to do.

5 f. Freeman also obtained the consent of a majority-in-interest of
6 the members of Savant Holdings to issue instructions to Burbank, as de-
7 tailed in paragraphs 459-463, which he ignored.

8 g. Because Savant Holdings is the parent company of both Sa-
9 vant Inc. and Savant Addiction, a majority-in-interest of Savant Holdings
10 could—had Hurst and Burbank not disregarded their instructions—have
11 controlled the direction of all three companies.

12 h. In a private meeting with just three Savant Inc. shareholders,
13 those shareholders also expressed frustration over the delay in distribu-
14 tion of MindMed shares, “whether it be from Savant HWP Holdings or Sa-
15 vant HWP Inc.”

16 i. The only shareholders and members whose interests diverge
17 from Freeman’s are Hurst and Turnbull, who are committing the miscon-
18 duct that gives rise to the Savant Entities’ claims.

19 820. Freeman has repeatedly made efforts to obtain action from those
20 with the authority of directors, and otherwise demand is excused as futile:

21 a. *Savant Inc.* has never held any annual or other shareholder
22 meetings to elect a valid board of directors. Although Hurst purported to
23 appoint a board unilaterally, as described in paragraph 636, that action is
24 void, so there is no validly elected board on whom to make a demand. The
25 identities of the so-called “directors” was not even shared with sharehold-
26 ers until recently, and the board has prevented Savant Inc. from holding
27 shareholder meetings. Alternatively, two of the three directors—Hurst
28

1 and Forte—are not independent, as they are implicated in the RICO con-
2 spiracy and cannot be expected to take action against their own miscon-
3 duct. Burbank, who as liquidating trustee of Savant Holdings has stew-
4 ardship over its subsidiaries, Savant Inc. and Savant Addiction, has also
5 refused to investigate Freeman’s claims and has instead deferred to Sa-
6 vant’s conflicted counsel, who have assisted Hurst, Turnbull, and Bur-
7 bank in the RICO conspiracy as described above.

8 b. *Savant Holdings* does not have a board of directors on whom
9 demand could be made, and under provisions of the operating agreement
10 that are challenged in this complaint, Hurst as managing member holds
11 veto power over his own removal or investigation into his misconduct.
12 Moreover, although Burbank now disclaims that he is the managing
13 member of Savant Holdings and lacks authority to investigate Hurst,
14 Burbank also specifically refused the demand of the majority-in-interest
15 to investigate this claim. Neither is independent because they are impli-
16 cated in the RICO conspiracy and cannot be expected to take action
17 against their own misconduct.

18 c. *Savant Addiction* is likewise under the sole control of Hurst
19 as managing member or Burbank as liquidating trustee and acting man-
20 aging member. Like the Savant Holdings operating agreement, the Sa-
21 vant Addiction operating agreement gives the managing member veto
22 power over removal or other action to investigate the managing member’s
23 misconduct.

24 d. Freeman brought his concerns about Hurst’s mismanagement
25 of all three Savant Entities to the attention of Hurst, Savant’s counsel,
26 and Burbank.

1 e. This includes Freeman's October 2021 e-mail to Hurst and Ng
2 addressing Hurst's self-dealing.

3 f. As discussed, Ng and Dorsey & Whitney, rather than investi-
4 gating the allegations, wrote Freeman a cease-and-desist letter.

5 g. Likewise, since Burbank's appointment as trustee to address
6 the so-called "Scott issue," Burbank has refused to turn over the books
7 and records and refused to investigate any of the allegations in this com-
8 plaint, and has instead deferred to Hurst and Savant's counsel, which
9 have declined to address the issues.

10 h. John Weems, BPM's Director of Business Development and
11 Partnerships, was copied on Freeman's communications with Burbank,
12 Ng, and Olson informing him of the issues that Burbank was unwilling to
13 address.

14 i. No one at BPM has responded to address these issues.

15 j. Freeman and a majority-in-interest of the Savant Holdings
16 members also instructed Burbank, in the August 3, 2023 e-mail and sub-
17 sequent resolution, described in paragraphs 478-484, to take specific ac-
18 tions relevant to this claim, but Burbank and BPM have refused.

19 821. Under these circumstances, making a separate demand on the Sa-
20 vant Entities, who remain under the effective control of Hurst, either directly or
21 with Burbank and Forte, would be futile.

22 **EIGHTH CLAIM FOR RELIEF**
23 **FRAUDULENT MISREPRESENTATION**
24 **(HURST, TURNBULL, CERUVIA, AND BURBANK, BPM)**

25 ***Direct and Derivative for Savant Inc.,***
26 ***Savant Holdings, and Savant Addiction***

27 822. Plaintiff incorporates the foregoing allegations in this claim.
28

1 823. In addition to the foregoing specific acts of fraud, defendants made
2 the following misrepresentations:

3 **1. Direct Claim by Freeman**

4 a. HURST'S FRAUD IN FORMATION OF
5 SAVANT HOLDINGS AND SAVANT ADDICTION

6 824. As detailed in paragraphs 53-78, in October and December 2013,
7 Hurst together with Ng presented operating agreements for the creation of Sa-
8 vant Holdings.

9 825. Hurst made material misrepresentations or omissions of fact re-
10 garding his intent with the operating agreements. Specifically, he represented
11 to Freeman that as partners they would equally split equity, salary, and other
12 benefits, so that their interests were aligned.

13 826. Hurst represented that Hurst needed to handle the business affairs
14 while Freman would be Chief Medical Officer and be responsible for the medical
15 and technical issues.

16 827. Hurst also misrepresented that his longtime associate and legal
17 counsel, Evan Ng, would be working in Savant's interest. Hurst used Ng for his
18 own personal interest as Savant counsel to cement his role as managing mem-
19 ber even though Ng knew Hurst was defrauding members.

20 828. Hurst made those misrepresentations and omissions of fact directly
21 to Freeman and through e-mail and telephone conversations.

22 829. Those statements were false because, in fact, Hurst had no inten-
23 tion of equally splitting equity and salary with Freeman. This is demonstrated
24 by Hurst in 2012, when he started dealing with Turnbull on BOL-148/LSD,
25 which was not disclosed to Freeman or the Savant Holdings members before
26 they signed the operating agreement. Freeman only found out about this in Au-
27 gust 2022, when Turnbull published this transaction on the Ceruvia website.

1 Moreover, Hurst continued his dealing with Turnbull for a decade without dis-
2 closing to Freeman or members (§§ 46, 116-117).

3 830. Hurst did not disclose that he intended to start a separate company
4 with Turnbull, which became Savant TAC/Ceruvia, to which he could siphon in-
5 tellectual property developed by Savant (§§ 76-117).

6 831. Hurst knew that those statements were false when he made them
7 directly to Freeman.

8 832. Hurst knew that his secret dealings with Turnbull violated the pro-
9 posed operating agreements for Savant Holdings and Savant Addiction, and his
10 fiduciary duties to Freeman and Savant Inc., so he made special exceptions in
11 the operating agreement, which included protecting himself from removal as
12 managing member.

13 833. Freeman relied on these false statements when he signed the Sa-
14 vant Holdings operating agreement in 2013, including its provision that Hurst
15 could not be removed as managing member without his approval, and other pro-
16 visions that entrenched Hurst's power.

17 834. Freeman relied to his detriment on the misrepresentations, signing
18 the agreements that gave Hurst control over the Savant Entities since he be-
19 lieved his interests were aligned with Hurst. As a consequence, when Freeman
20 developed trade-secret drug programs for Savant without compensation (i.e.,
21 just sweat equity)—and later, MindMed—Hurst was able to use his position as
22 managing member to misappropriate the programs (BOL-148/LSD) to Ceruvia
23 by signing agreements and or instructing Ng to do so, without sharing the bene-
24 fits with Freeman or sell the program (18-MC) for equity (MindMed shares)
25 that were sequestered.

26 835. Freeman could not remove Hurst as managing member because it
27 required Hurst's approval. Had Freeman known about Hurst's intent, Freeman
28

1 would not have signed the operating agreements as written, including to make
2 Hurst managing member.

3 836. Freeman was fraudulently induced to sign believing that Freeman
4 and Hurst were equal partners.

5 837. Because Freeman has no stake in Ceruvia and is not Ceruvia's
6 CMO, Freeman lost all of the salary, bonus, and equity incentives that he would
7 have received as CMO of Savant Inc.

8 b. HURST'S FRAUD IN THE TRANSFER OF 18-MC TO
9 SAVANT ADDICTION

10 838. As detailed in paragraphs 53-117, Hurst defrauded Freeman by
11 falsely representing that Hurst had the authority to transfer the Savant 18-MC
12 program to Savant Addiction without the approval of the members of Savant
13 Holdings, who owned the program.

14 839. Hurst made material misrepresentations or omissions of fact re-
15 garding his intent with the transfer of 18-MC to form Savant Addiction Medi-
16 cine, including the terms of that transfer.

17 840. Specifically, he represented to Freeman that as CEO of Savant Inc.
18 and managing member of Savant Holdings, he could make the 18-MC transfer
19 from Savant Holdings to Savant Addiction Medicine.

20 841. Hurst also misrepresented that Ng, Savant counsel, was working in
21 the Savant Holdings members' best interests and agreed that the transfer was
22 permissible without Savant Holdings member approval.

23 842. But according to the Savant Holdings operating agreement signed
24 in October 2013, Hurst needed member approval to transfer 18-MC and form
25 Savant Addiction Medicine in December 2013. Hurst used Ng as Savant counsel
26 to cement this misrepresentation.

27 843. Under the terms of the transfer, to which the Savant Holdings
28 members did not agree, Savant Holdings members did not become direct equity

1 owners in Savant Addiction but were rather beneficial owners through their
2 ownership of Savant Holdings. This gave Hurst control of Savant Addiction
3 Medicine, since the managing member of Savant Holdings was also the manag-
4 ing member of Savant Addiction.

5 844. Hurst induced Freeman not to object to the transfer or question its
6 legality because, as state, Hurst had assured Freeman that their interests were
7 aligned, with Freeman and Hurst equally splitting equity, salary, and othe ben-
8 efits (§8).

9 845. Had Freeman known that Hurst was secretly dealing with Turnbull
10 by 2012, Freeman would have taken action to prevent the illegal transfer of 18-
11 MC, undo it, or alter its terms to make the Savant Holdings members direct eq-
12 uity owners in Savant Addiction to be able to exercise control.

13 846. Hurst knew that these statements were false because, in fact, Hurst
14 had no intention of equally splitting equity and salary with Freeman to further
15 the business in both their interests.

16 847. Instead, Hurst was using 18-MC for his personal gain. Having es-
17 tablished this structure where Hurst alone could direct the actions of Savant
18 Addiction, Hurst could personally control the use of the 18-MC program without
19 Savant Holdings membership approval.

20 848. Hurst ultimately caused Savant Addiction to sell 18-MC to
21 MindMed in 2019. Because the Savant Holdings members did not directly own
22 Savant Addiction membership interest, Hurst was able to maintain control of
23 the proceeds, 55,000,000 MindMed shares, to personally vote as a bloc, thus
24 maintaining sole control over the MindMed board of directors.

25 849. Hurst made those misrepresentations and omissions of fact directly
26 to Freeman and through e-mail and telephone conversations.

27 850. Freeman reasonably relied on Hurst's misrepresentation because of
28

1 Hurst's superior legal knowledge about corporate proceedings and because of
 2 Hurst's and Ng's duties as fiduciaries of Savant Inc. and Hurst's fiduciary du-
 3 ties to Freeman based on their special relationship of trust.

4 851. Freeman also reasonably relied on Hurst's misrepresentation be-
 5 cause of Hurst's prior misrepresentation that he and Freeman would each be
 6 equally compensated in salary, stock, stock options, and bonus, so that their in-
 7 terests were aligned.

8 852. Freeman's reliance was detrimental, as the transfer of the 18-MC
 9 program to Savant Addiction meant that Freeman and the other members of
 10 Savant Holdings lost direct control over the asset as beneficial owners, enabling
 11 Hurst to structure the MindMed transaction to give Hurst direct control over
 12 the 55 million MindMed shares as a bloc within Savant Addiction (rather than
 13 distributed to the Savant Holdings members).

14 853. Freeman was uniquely damaged compared to the other members
 15 since he was the largest MindMed shareholder, about 20,000,000 MindMed
 16 shares, with which he could have had a major influence on the company (§180,
 17 335).

18 854. Instead, when Hurst used the voting bloc, including Freeman's
 19 shares, Freeman was damaged by the other schemes described in this com-
 20 plaint, including the transfer of intellectual property to Ceruvia, the delay in
 21 the distribution of MindMed shares.

22 855. Freeman's damages include the lost opportunities for salary, stock
 23 options, bonuses, and ultimately, his job as CMO associated with development
 24 of the 18-MC program.

25 c. HURST'S FRAUD IN THE DELAY OF DISTRIBUTING
 26 SHARES TO MAINTAIN CONTROL OF SAVANT
 ADDICTION'S VOTING BLOC

27 856. As detailed in paragraphs 178-217 and 353-364, around the time of
 28

1 MindMed's formation, Hurst defrauded Freeman by falsely representing that
2 Hurst could sign the MindMed foundation agreement without shareholder ap-
3 proval, which transferred the 55,000,000 shares received from MindMed to Sa-
4 vant Addiction.

5 857. Further, he falsely represented that the MindMed shares could be
6 sequestered in Savant Addiction even though, because substantially all assets
7 were sold, the operating agreement stated that Savant Addiction should be dis-
8 solved.

9 858. Hurst falsely represented that he had sole authority to enter into a
10 two-year lockup period with Canaccord.

11 859. Further, Hurst falsely represented that for tax purposes and be-
12 cause of a provision in the MindMed bylaws, the 55 million MindMed common
13 shares belonging to Savant Addiction had to be converted to 550,000 multiple
14 voting shares (MVS) (at a ratio of 100 common shares to 1 MVS)

15 860. In fact, Jamon Rahn, another U.S. did not have to convert all his
16 shares to MVS.

17 861. Hurst falsely represented that, while the shares were locked up in
18 an agreement between Savant Addiction and Canaccord, the beneficial owners
19 of those shares could not vote the shares—only Hurst, as managing member of
20 Savant Holdings (and with Savant Holdings as managing member of Savant
21 Addiction) could and without any input from Savant Holdings members.

22 862. Hurst's statements through the operating agreements which he
23 wrote, also indicated that if Savant Holdings were dissolved, Freeman could ob-
24 tain a distribution of the MindMed shares since Savant Addiction is a subsidi-
25 ary of Savant Holdings. Yet when a majority-in-interest of Savant Holdings
26 filed a dissolution resolution, Hurst and Ng ignored the resolution.

27 863. Instead, Hurst and Ng falsely represented that Savant Addiction
28

1 would proceed to “distribute the MindMed shares to LLC members.”

2 864. On October 7, 2020, Hurst falsely represented in an e-mail to Free-
3 man that, by paying MindMed’s counsel to perform administrative work to re-
4 convert the MVS to common stock and to release the locked shares to individual
5 Savant members, Freeman could vote (but not sell or transfer on the public
6 markets) his share of the 55 million shares.

7 865. Freeman relied on these misrepresentations to pay \$20,000 to
8 MindMed’s counsel, Peter Volk. Canaccord was willing to allow the distribution
9 of shares to Savant members, provided that the Savant members agreed to
10 same lock-up terms as Savant Addiction.

11 866. Yet Hurst halted the distribution of these shares to maintain con-
12 trol of the 55,000,000 voting bloc in October 2020 when Freeman refused to al-
13 low him voting rights to the Savant bloc (§§ 375-405).

14 867. Hurst misrepresented the reasons for the delay: first that he faced
15 time constraints, second because of MindMed’s was fundraising, and finally be-
16 cause Canaccord had not given its approval.

17 868. Each of these reasons was pretextual and fraudulent, designed to
18 prevent Freeman from taking action.

19 869. Freeman reasonably relied on these misrepresentations to his detri-
20 ment. Unaware of Hurst’s designs to misappropriate Savant and MindMed
21 trade secrets to Ceruvia, Freeman still believed that he and Hurst were aligned
22 because of their agreement for equal compensation in the Savant entities.

23 870. Believing this misrepresentation, Freeman understood that Hurst
24 would vote the MindMed shares in their mutual interest, even if not distrib-
25 uted, but in reality, Hurst was using the Savant voting bloc to deal with Turn-
26 bull.

27 871. Thus, Freeman as a result of these misrepresentations not only
28

suffered delay in the distribution of shares—a delay that cost him a controlling stake in MindMed and/or the monetary value of the share votes—Freeman also lost \$20,000 for the attorney’s fee to Volk.

872. Hurst instead was able to vote the Savant Addiction bloc himself at the 2021 MindMed annual general meeting.

873. In fact, Hurst, upon his resignation as MindMed CEO, entered into a severance agreement with MindMed, which required him to vote the Savant Addiction bloc with MindMed management.

874. Depriving Freeman of his valuable voting rights thus conferred on Hurst a personal benefit—the severance package to which he would have otherwise not been entitled.

875. Freeman also lost value of MindMed shares that weren’t distributed to him in a timely manner: because of Hurst’s misconduct at MindMed, the MindMed share price plummeted, and Freeman could neither remove him as managing member of Savant nor prevent him from voting the MindMed shares.

d. FRAUD IN THE FORMATION OF CERUVIA

Hurst’s fraud in the formation of Ceruvia

876. Hurst made material misrepresentations or omissions of fact regarding his intent to steal Savant Holdings’s BOL-148/LSD trade secrets for Savant TAC, which eventually became Ceruvia (¶¶ 34-55, 59-63, 70-117).

877. While conspiring with Turnbull and Ceruvia, Hurst falsely represented to plaintiff that

a. BOL-148/LSD was a joint development between Savant and Turnbull;

b. the only reason for Turnbull/Ceruvia’s involvement was because Savant did not have the resources to license the Sewell patent;

1 c. since the Sewell patent was public, Hurst fraudulently mis-
2 represented that Turnbull licensed the Sewell patent independently, based on
3 public information; and

4 d. the reason that Hurst was working with Turnbull/Ceruvia
5 was that the BOL-148/LSD and other Ceruvia studies were coming to
6 MindMed, where Freeman had a significant equity stake, since Savant was a
7 development partner.

8 878. In furtherance of these misrepresentations, Hurst and Turnbull
9 also concealed from Freeman the creation of Ceruvia's predecessor, Savant
10 TAC, and the fact that Savant TAC had taken the assignment of the BOL-148
11 Sewell patent from Sewell's widow for nominal consideration—an upfront pay-
12 ment of \$1 rather than \$45,000—then immediately changed the assignee to CH
13 TAC (later Ceruvia).

14 879. Hurst then signed the micro-entity form to the USPTO for the Sew-
15 ell patent a few months later.

16 880. Specifically, Hurst represented to Freeman that the Savant Entities
17 could not afford the \$45,000 license fee for the Sewell patent and that Turnbull
18 licensed the patent since it was a publicly known patent.

19 881. Hurst fraudulently misrepresented that Turnbull did not use Sa-
20 vant's confidential information in licensing the patent.

21 882. Hurst further misrepresented that Freeman did not need to worry
22 about Turnbull's license because Turnbull was going to collaborate with the Sa-
23 vant Entities in developing BOL-148.

24 883. Hurst further misrepresented the nature of his relationship with
25 Turnbull and concealed that he and Turnbull had been secretly collaborating
26 since at least 2012.

27 884. Hurst repeated those misrepresentations to Freeman, Rahn, and
28

1 Latchman in the fall of 2019.

2 885. Hurst made those misrepresentations and omissions of fact directly
3 to Freeman in face-to-face meetings, e-mail, and telephone conversations.

4 886. Hurst concealed the fact that he was transferring the BOL-148/LSD
5 trade secrets to Savant TAC, an entity that never appeared in the Savant capi-
6 talization tables.

7 887. He was supported by Ng who filed the certification of formation for
8 Savant TAC.

9 888. Neither Hurst nor Ng told members, as they were required to do.
10 Hurst, and later Burbank, misrepresented the capitalization table as accurate.

11 889. Freeman reasonably relied on Hurst's misrepresentations because
12 Freeman and Hurst had agreed to split equity and salary equally, so their inter-
13 ests should have been aligned.

14 890. As a result, Freeman did not challenge Hurst's account or take ac-
15 tion to halt Turnbull's misappropriation of Savant's trade secrets.

16 891. Hurst's statements were false because, in fact, Hurst had no inten-
17 tion of equally splitting equity and salary with Freeman and using Ng to fur-
18 ther the business in both their interests. Hurst made Turnbull an authorized
19 person in Savant TAC, and Turnbull then transferred trade secrets to CH TAC
20 which later became Ceruvia.

21 892. Hurst knew that those statements were false when he made them
22 directly to Freeman.

23 893. Freeman was directly damaged. Absent Hurst's misrepresentations,
24 he would have been unable to transfer the Savant BOL-148/LSD program to Ce-
25 ruvia, and as Savant Inc. CMO, Freeman would have received salary, bonus,
26 stock options from Savant Inc. in the development of BOL-148/LSD. These ben-
27 efits instead went to Ceruvia, where Freeman has no employment or ownership
28

1 interest.

2 ***Turnbull and Ceruvia's fraud in the formation of Ceruvia***

3 894. Turnbull made material misrepresentations or omissions of fact re-
4 garding his intent to steal Savant Holdings's BOL-148/LSD trade secrets for Sa-
5 vant TAC, which eventually became Ceruvia (§§ 75-117).

6 895. Specifically, he concealed from Freeman and other members that he
7 had dealt with Hurst in 2012 over these assets (§§ 116-117).

8 896. Turnbull knew about Hurst's misrepresentations regarding the
9 Sewell license and the concealment of Savant TAC's existence. Turnbull had an
10 independent duty under the Savant Addiction operating agreement not to use
11 Savant's proprietary confidential information (including the BOL-148 program)
12 in a competing company and also to correct Hurst's misrepresentations. He did
13 not, instead aiding and abetting Hurst with his silence and his own false state-
14 ments regarding Ceruvia's independence.

15 897. Turnbull omitted disclosing that as an authorized person he trans-
16 ferred the BOL-148/LSD trade secrets from Savant TAC to CH TAC.

17 898. According to Savant Addiction's operating agreement, which Turn-
18 bull signed, Turnbull knew he needed member approval to transfer assets be-
19 longing to Savant Addiction's affiliates, including Savant Inc. and Savant Hold-
20 ings, to another entity such as Savant TAC / CH TAC.

21 899. CH TAC subsequently became Ceruvia Lifesciences. Hurst and
22 Turnbull continued to change the company's name to hide its existence from Sa-
23 vant members and used Ng, Savant counsel, to assist in concealing this com-
24 pany from the Savant members.

25 900. Turnbull also defrauded Freeman in publishing the Ceruvia website
26 around June 2021, in which Turnbull and Ceruvia falsely represented Ceruvia's
27 BOL-148 program and its trade secrets as independently developed, omitting
28

1 mention of Savant's BOL-148 program.

2 901. Turnbull and Ceruvia knew that Freeman would see the public
3 website and intended to prevent Freeman from discovering that these trade se-
4 crets had previously belonged to Savant.

5 902. It was only in September 2022, after Turnbull learned that Free-
6 man had discovered Savant TAC, that he updated the Ceruvia website to show
7 Turnbull's involvement with Savant in 2012 and 2017 (§ 116-117).

8 903. Turnbull made those misrepresentations and omissions of fact to
9 Freeman and through e-mail and internet, knowing Freeman would read the
10 public website.

11 904. Those misrepresentation and omissions were false because, in fact,
12 Turnbull had no intention of compensating Savant members for their trade se-
13 crets. Turnbull was using BOL-148/LSD trade secrets for his personal gain.
14 Moreover, Turnbull continued his dealing with Hurst for over a decade at both
15 Savant and MindMed while CEO of CH TAC/Ceruvia.

16 905. Freeman reasonably relied to his detriment on Turnbull's misrepre-
17 sentations on the Ceruvia website, not having any reason to doubt them, and
18 relied on Turnbull's omissions, which prevented Freeman from finding out that
19 Ceruvia had stolen Savant trade secrets from BOL-148/LSD.

20 906. As a result, Freeman did not challenge Turnbull or take action to
21 halt Turnbull's misappropriation of Savant's trade secrets.

22 907. Freeman was directly damaged, including by losing the salary, bo-
23 nus, and stock options he would have received as Savant Inc. CMO for its devel-
24 opment had the program remained at Savant instead of being stolen to Ceruvia.

25 ***Burbank's and BPM's Misrepresentations Regarding Formation of***
26 ***Ceruvia***

27 908. To conceal and legitimize Hurst's misconduct, including the fraudu-
28 lent misrepresentations described in paragraphs 406-437, 459-463, and 478-

1 488, Hurst caused Savant Addiction and Savant Holdings to retain Burbank as
2 a liquidating trustee.

3 909. Burbank aided and abetted Hurst's fraud, including by fraudulently
4 misrepresenting that he was acting as an independent liquidating trustee, serv-
5 ing the companies' interests rather than Hurst's personal interests.

6 910. Burbank's purported accomplishments are also highlighted on
7 BPM's website and bio pages.

8 911. BPM likewise represented on its public website that it provides
9 transparency when its partners act as fiduciary trustees.

10 912. Burbank made material misrepresentations or omissions of fact re-
11 garding his intent to cover up for Hurst.

12 913. Specifically, Burbank and BPM misrepresented that Burbank was
13 an independent liquidating trustee.

14 914. Burbank himself and through Olson, conflicted counsel also work-
15 ing for Hurst's interests, made those misrepresentations and omissions of fact
16 directly to Freeman through e-mail.

17 915. Those statements and omissions were false because, in fact, Bur-
18 bank had no intention of being independent and Weems/BPM had no intention
19 assuring there would be transparency. Burbank used his position of authority
20 to protect Hurst.

21 916. Burbank promulgated fraudulent capitalization tables that omit the
22 existence of Savant TAC or Ceruvia, yet falsely represented them to be accurate
23 and distributed shares on the basis of these inaccurate tables.

24 917. Burbank knew that these capitalization tables were fraudulent and
25 inaccurate. And even if he did not, he knows today, yet continues to do nothing
26 to investigate or correct the misrepresentations on the capitalization tables.

27 918. Moreover, Burbank has done nothing to protect assets even though
28

1 Savant Holdings members voted and instructed him to do so.

2 919. Burbank also aided and abetted Hurst's fraudulent misrepresenta-
3 tions, including by refusing the instruction from the majority-in-interest of Sa-
4 vant Holdings to terminate Dorsey & Whitney as counsel so that an appropri-
5 ate, independent investigation could be done and so that the current assets un-
6 der management could be protected from further fraud and misconduct.

7 920. BPM and Burbank's supervisor, Weems, have continued to allow
8 Burbank to serve as liquidating trustee despite knowing about his misrepresen-
9 tations.

10 921. Freeman relied to his detriment on Burbank's false misrepresenta-
11 tions on the capitalization tables which excluded Savant TAC and Burbank's
12 2012 investment in Savant, believing there was no reason to doubt Burbank's
13 misrepresentation and omissions, which prevented Freeman from finding out
14 that Ceruvia had stolen Savant trade secrets from BOL-148/LSD.

15 922. These misrepresentations directed harmed Freeman, not only in al-
16 lowing distributions based on inaccurate ownership percentages in the fraudu-
17 lent capitalization tables, but also costing Freeman the salary, bonus, and stock
18 options he would have received as Savant Inc. CMO for the development of
19 BOL-148/LSD.

20 e. BURBANK'S AND BPM'S MISREPRESENTATIONS IN
21 PROMULGATING FRAUDULENT CAPITALIZATION
TABLES TO DISTRIBUTE MINDMED SHARES

22 923. To conceal and legitimize Hurst's misconduct, including the fraudu-
23 lent misrepresentations described in paragraphs 406-437, 459-463 and 478-488,
24 Hurst caused Savant Addiction and Savant Holdings to retain Burbank as a liq-
25 uidating trustee.

26 924. Burbank aided and abetted Hurst's fraud, including by fraudulently
27 misrepresenting that he was acting as an independent liquidating trustee,
28

1 serving the companies' interests rather than Hurst's personal interests.

2 925. Burbank's purported accomplishments are on the BPM website as a
3 further inducement for Savant Holdings members to agree to his retention.

4 926. BPM likewise represented on its public website that it provides
5 transparency when its partners act as fiduciary trustees.

6 927. Burbank made material misrepresentations or omissions of fact re-
7 garding his intent to cover up for Hurst.

8 928. Specifically, Burbank and BPM misrepresented that Burbank was
9 an independent liquidating trustee.

10 929. Burbank himself and through Olson, conflicted counsel also work-
11 ing for Hurst's interests, made those misrepresentations and omissions of fact
12 directly to Freeman through e-mail.

13 930. Those statements and omissions were false because, in fact, Bur-
14 bank had no intention of being independent and Weems/BPM had no intention
15 assuring there would be transparency. Burbank used his position of authority
16 to protect Hurst.

17 931. As discussed, Burbank promulgated fraudulent capitalization tables
18 that omit the existence of Savant TAC or Ceruvia, yet falsely represented them
19 to be accurate and distributed shares on the basis of these inaccurate tables.

20 932. The capitalization tables were inaccurate in other ways, too:

21 a. Burbank also concealed and misrepresented the backdated
22 Savant Inc. options that he issued to Belga through Dorsey Whitney, Olson's
23 firm, without shareholder approval under the pretense that they were options
24 gifted from Hurst's own shares.

25 b. The tender falsely represented that the options were dated
26 February 26, 2019, prior to MindMed formation, even though the agreement
27 was dated October 28, 2019, after MindMed formation.

28

1 c. Issuing new stock options from Savant Inc., rather than gift-
2 ing options on Hurst's shares, had the effect of diluting the stock of the other
3 Savant Inc. shareholders.

4 d. Hurst and Burbank have not disclosed the purpose or even
5 existence of these options to shareholders or to the Savant Investors in capitali-
6 zation tables.

7 e. In concealing the nature of these options, Burbank did not in-
8 form plaintiff or Savant Inc. shareholders that these stock options were out of
9 the ordinary course of business. Hurst concealed that these stock options were
10 in fact intended as a personal gift, funded by the shareholders of Savant Inc.

11 f. The tables also omit Turnbull's investment in Savant Inc.
12 from 2012.

13 g. Because Burbank has refused access to the books and records,
14 it is impossible to tell whether the capitalization tables are fraudulent in other
15 ways.

16 933. Rather than independently investigate, Burbank used Olson, a con-
17 flicted Dorsey & Whitney attorney, to communicate with Freeman and other
18 members and to avoid accountability.

19 934. Burbank also aided and abetted Hurst's fraudulent misrepresenta-
20 tions, including by refusing the instruction from the majority-in-interest of Sa-
21 vant Holdings to terminate Dorsey & Whitney as counsel so that an appropri-
22 ate, independent investigation could be done and so that the current assets un-
23 der management at Savant Inc. and Savant Holdings could be protected from
24 further fraud and misconduct.

25 935. Before Freeman was able to uncover the illegal backdated options,
26 Savant TAC, and Turnbull's 2012 investment, and their omission from the capi-
27 talization tables, Burbank had already issued to Hurst MindMed shares from
28

1 Savant Addiction according to the inaccurate ownership percentages in the
2 fraudulent capitalization table.

3 936. Burbank knew that these capitalization tables were fraudulent and
4 inaccurate. And even if he did not, he knows today, yet continues to do nothing
5 to investigate or correct the misrepresentations on the capitalization tables.

6 937. Moreover, Burbank has done nothing to protect assets even though
7 Savant Holdings members voted and instructed him to do so.

8 938. Burbank also aided and abetted Hurst's fraudulent misrepresenta-
9 tions, including by refusing the instruction from the majority-in-interest of Sa-
10 vant Holdings to terminate Dorsey & Whitney as counsel so that an appropri-
11 ate, independent investigation could be done and so that the current assets un-
12 der management could be protected from further fraud and misconduct.

13 939. BPM and Burbank's supervisor, Weems, have continued to allow
14 Burbank to serve as liquidating trustee despite knowing about his misrepresen-
15 tations.

16 940. Freeman relied to his detriment on Burbank's misrepresentations
17 on the capitalization tables, which excluded Savant TAC and Burbank's 2012
18 investment in Savant, believing there was no reason to doubt Burbank's mis-
19 representation and omissions, which prevented Freeman from finding out that
20 Ceruvia had stolen Savant trade secrets from BOL-148/LSD.

21 941. In reliance on the fraudulent capitalization tables, Freeman paid
22 \$20,000 to have his MindMed shares distributed according to the tables, ulti-
23 mately received an inaccurate number of diluted shares from Savant Addiction.

24 942. Burbank's misrepresentations also caused Freeman to forgo taking
25 action to contest Burbank's appointment or have him removed, or to otherwise
26 independently investigate his and Hurst's misconduct.

27

28

f. HURST'S AND TURNBULL'S FRAUD IN FREEMAN'S
SEPARATION FROM MINDMED

943. Hurst and Turnbull made material misrepresentations or omissions of fact in connection with Freeman's separation from MindMed (§§ 246-308).

944. Specifically, Hurst misrepresented the reasons for Freeman's separation and Hurst's independence from the investigation leading to that separation, and Hurst and Turnbull misrepresented that Turnbull was an unrelated third party in their November 13, 2020 deal between MindMed and Ceruvia, further concealing the real purpose of Freeman's ouster and dissuading Freeman from taking action to try to regain his position or invalidate the separation agreement.

945. Part of the Savant Enterprise's purpose was to concoct a manufacturing crisis as a pretext for MindMed to transfer trade secrets and other intellectual property to Ceruvia.

946. Because Freeman would have avoided such a crisis, as he had identified another LSD manufacturer, LipoMed, and prevented this theft of trade secrets, Hurst and Turnbull needed Freeman to be removed from MindMed. Not only was Freeman halting unsafe 18-MC clinical trials until animal safety data could be performed, but he was working on two other MindMed drug programs, MM-120 and BOL-148, whose trade secrets and other intellectual property Hurst and Turnbull planned to steal for Ceruvia, as they had done at Savant to further the Enterprise.

947. In June 2020, Hurst and Turnbull arranged for Kathleen Monroe, a CH TAC employee who was also working at MindMed, to falsely accuse Freeman of a workplace violation, which Freeman was told led to Freeman's suspension on June 15, 2020 and a MindMed "investigation," which lasted until August 31, 2020.

948. Hurst also misrepresented that Freeman had committed corporate

1 theft, on the basis that Freeman accepted a \$100,000 sign-on bonus that Hurst
2 and MindMed's CFO had personally approved. Hurst even threatened to have
3 Freeman arrested for corporate theft, and MindMed's outside counsel supported
4 the criminal threats.

5 949. During MindMed's investigation, Hurst fraudulently misrepre-
6 sented that he had recused himself.

7 950. Hurst made those misrepresentations and omissions of fact directly
8 to Freeman and in face-to-face meetings, e-mail, and telephone conversations.

9 951. This created the false impression that when Freeman was pre-
10 sented with a separation agreement that—to preserve his reputation—Freeman
11 had no choice in accepting, Hurst was uninvolved.

12 952. This veneer of independence and impartiality created by Hurst's
13 misrepresentations fraudulently induced Freeman to sign the separation agree-
14 ment.

15 953. In fact, Freeman later learned that Hurst, far from recusing him-
16 self, had personally led the effort to terminate Freeman's employment, clearing
17 the path to transact with Ceruvia.

18 954. Hurst and Turnbull also defrauded Freeman in falsely representing
19 that they negotiated the November 2020 MindMed deal at arm's length.

20 955. Hurst and Turnbull knew that the statements that Turnbull was an
21 unrelated third party was false.

22 956. Hurst and Turnbull had no intention of correcting these misrepre-
23 sentations and revealing that they were co-founders and equity owners of CH
24 TAC/Ceruvia, which would have exposed their self-dealing and the true reason
25 for Freeman's ouster.

26 957. Moreover, Hurst and Turnbull continued their dealing for almost a
27 decade, since 2012.

1 958. Hurst and Turnbull knew that those statements were false when
2 they made them.

3 959. Freeman reasonably relied on Hurst's and Turnbull's representa-
4 tions of independence in concluding that his termination was unrelated, thus
5 preventing Freeman from challenging his termination from MindMed and or
6 the fraudulently induced separation agreement. (§ 325.)

7 960. Had Freeman been able to show that Hurst had not recused him-
8 self, but with Turnbull had personally sought Freeman's ouster specifically to
9 facilitate the Ceruvia transaction, Freeman would have exposed Hurst's fraud,
10 challenged the validity of the fraudulently induced separation agreement and
11 reclaimed his lost job as MindMed CMO—along with salary, benefits, and half
12 of his promised stock options. (§§ 346-351.)

13 961. These misrepresentations have also caused Freeman substantial
14 harm in that the fraudulently induced separation agreement has been used by
15 MindMed to attempt to silence Freeman as an equity owner in MindMed and to
16 subject him to civil liability for statements made in a proxy campaign.

17 g. HURST'S AND TURNBULL'S FRAUD IN THE NOVEMBER
18 2020 CERUVIA DEAL

19 962. Hurst and Turnbull made material misrepresentations or omissions
20 of fact regarding their intent to self-deal in the November 13, 2020 transaction
21 between MindMed and Ceruvia. (§§ 246-308.)

22 963. Hurst and Turnbull misrepresented that Hurst was independent
23 from CH TAC (as it was then known).

24 964. Specifically, to avoid scrutiny of their relationship and conflicts of
25 interest, Hurst and Turnbull performatively negotiated CH TAC's sale of LSD
26 for use in MindMed's clinical trials, fraudulently portraying that the November
27 2020 agreement transferring trade secrets and other intellectual property from
28 MindMed to Ceruvia was an arm's-length transaction, prompted by a genuine

1 emergency in sourcing LSD.

2 965. In fact, both Hurst and Turnbull were co-founders and equity own-
3 ers of CH TAC, which had previously misappropriated trade secrets for BOL-
4 148/LSD from Savant Holdings.

5 966. Although Freeman was not initially included on the communica-
6 tions, Hurst's and Turnbull's e-mails were forwarded to Freeman. At the time,
7 Freeman was unaware of the existence of CH-TAC, which later became Ceru-
8 via, and Freeman had been led to believe through Hurst's misrepresentations
9 that any Turnbull would work with Savant on the BOL-148 program that Free-
10 man had developed.

11 967. In appearing to make the Ceruvia deal seem legitimate and arm's
12 length, the misrepresentations dissuaded Freeman from challenging the loss of
13 his employment at MindMed. Freeman reasonably relied on the misrepresenta-
14 tions in accepting that—although the deal was detrimental to MindMed—he
15 could not prove that Hurst and Turnbull shared a financial interest so as doubt
16 the reasons for which Freeman had been terminated or to invalidate the separa-
17 tion agreement.

18 968. Hurst and Turnbull knew that their statements were false when
19 they made them.

20 969. Freeman did not discover that in fact they were related third par-
21 ties as equity owners in CH TAC, and that their desire to create a deal based on
22 the bogus manufacturing crisis in fact was a principal reason for Freeman's
23 ouster as CMO at MindMed.

24 970. The misrepresentations surrounding the November 2020 deal were
25 directly linked to Freeman's termination from MindMed and were made in the
26 interest of keeping Freeman from discovering the true reason for his termina-
27 tion so as to challenge it or the separation agreement. (¶ 325.)

1 971. Since at the time Freeman did not know CH TAC even existed, the
2 ploy worked. Freeman signed the separation agreement, and even after he
3 learned about the November 2020 deal and Hurst's and Turnbull's representa-
4 tions that it had been negotiated at arm's length, he did not challenge the sepa-
5 ration agreement.

6 972. Had Freeman been able to show that Hurst and Turnbull were in
7 fact co-owners in CH TAC with an interest in misappropriating MindMed's
8 trade secrets and that Freeman was terminated because he stood in the way of
9 this transaction, Freeman would have exposed Hurst's and Turnbull's fraud,
10 challenged the validity of the fraudulently induced separation agreement and
11 reclaimed his lost job as MindMed CMO—along with salary, benefits, and half
12 of his promised stock options.

13 973. These misrepresentations have also caused Freeman substantial
14 harm in that the fraudulently induced separation agreement has been used by
15 MindMed to attempt to silence Freeman as an equity owner in MindMed and to
16 subject him to civil liability for statements made in a proxy campaign.

17 ***Freeman's Reliance and Damages***

18 974. Defendants Hurst, Forte, Burbank, BPM, Turnbull, and Ceruvia
19 knew or believed that all of these representations were false, or else had insuffi-
20 cient basis to make the representation.

21 975. Defendants Hurst, Burbank, Turnbull, and Ceruvia intended for
22 Freeman to rely on the misrepresentations regarding the BOL-148/LSD pro-
23 gram, to not discover that Ceruvia had been created as Savant TAC and that
24 the Sewell patent had been licensed under the Savant TAC name, and to not in-
25 vestigate the self-dealing resulting from Hurst's and Turnbull's misappropria-
26 tion of the BOL-148/LSD project and assets for Ceruvia.

27 976. Freeman in fact relied on the misrepresentations and was unable to
28

1 preserve the Savant BOL-148/LSD program or its associated trade secrets and
2 intellectual property before their diversion to Ceruvia.

3 977. And because Freeman has no stake in Ceruvia and is not Ceruvia's
4 CMO, Freeman lost all of the salary, bonus, and equity incentives that he would
5 have received had the project remained with Savant or MindMed, where Free-
6 man was CMO.

7 978. Freeman also relied on Hurst's and Burbank's misrepresentations
8 regarding the distribution of MindMed shares, including the capitalization ta-
9 bles on which those distributions would be made, in paying \$20,000 to facilitate
10 the distribution. Had he known that Hurst would block the release of shares to
11 control the MindMed board of directors and self-deal with Turnbull, Freeman
12 would not have done so.

13 979. Freeman relied on Hurst's and Turnbull's misrepresentations and
14 omissions concealing the reasons for his termination from MindMed and
15 Hurst's misrepresentations regarding recusal from the investigation giving the
16 investigation an air of independence when Hurst led it. Freeman signed the
17 fraudulently induced separation agreement and lost his job at MindMed. This
18 allowed Hurst and Turnbull unopposed self-dealing at MindMed to steal the
19 LSD/BOL-148 intellectual property and trade secrets from MindMed as they did
20 at Savant.

21 h. HURST'S FRAUD IN THE CONTRACT WITH BELGA

22 980. As detailed in paragraphs 120-163, on October 2, 2018, Hurst fraud-
23 ulently misrepresented to Belga that if he were able to raise \$5 million for Sa-
24 vant Addiction, Belga would become CEO and receive a 20% equity interest in
25 Savant Addiction. Hurst also fraudulently misrepresented that for raising \$2
26 million before October 1, 2019, Belga would be CEO and Hurst would become
27 executive chairman.

1 981. Hurst did not intend to give Belga the equity or the position, but in-
 2 stead intended to usurp any fundraising opportunity Belga identified so that it
 3 would close formally under Hurst's name, not Belga's.

4 982. Belga relied to his detriment, immediately proceeding to work to
 5 identify investors that—had he known Hurst would usurp—Belga would not
 6 have done.

7 983. After Belga identified JR Rahn as a potential investor and created a
 8 term sheet, Hurst rejected it on Savant Addiction Medicine's behalf and instead
 9 secretly re-engaged JR himself.

10 984. Doing so allowed Hurst to cut Belga out withhold the equity, salary,
 11 and title to which Belga would have been entitled.

12 985. Belga's injury is not simply the loss of the title, but given the size of
 13 the anticipated investment from JR, the full 20% equity-interest bounty,
 14 11,000,000 MindMed shares.

15 986. Freeman has a valid assignment of Belga's rights in this claim.

16 * * *

17 987. As a sole, direct and proximate result of the foregoing, plaintiff has
 18 been damaged in a sum in excess of \$15,000 and is entitled to punitive dam-
 19 ages.

20 988. Plaintiff has also been forced to retain counsel to pursue this action
 21 and has incurred attorney's fees as a result of defendants' breach.

22 **2. *Derivative Claims***

23 **a. HURST'S FRAUD IN THE FORMATION OF CERUVIA**

24 989. As detailed in paragraphs 34-117, while conspiring with Turnbull
 25 and Ceruvia, Hurst falsely represented to plaintiff that

26 a. BOL-148/LSD was a joint development between Savant and
 27 Turnbull;
 28

1 b. the only reason for Turnbull's involvement was because Sa-
2 vant did not have the resources to develop it;

3 c. since, the Sewell patent was public, Turnbull licensed the
4 Sewell patent independently, based on public information; and

5 d. the reason that Hurst was working with Turnbull was that
6 the BOL-148 and other Ceruvia studies were coming to MindMed since Savant
7 was a development partner.

8 990. In furtherance of these misrepresentations, Hurst also concealed
9 from plaintiff the creation of Ceruvia's predecessor, Savant TAC, and the fact
10 that Savant TAC had taken the assignment of the BOL-148 Sewell patent from
11 Sewell's widow for nominal consideration, then immediately changed the as-
12 signee to CH TAC (later Ceruvia).

13 991. Hurst then signed the micro-entity form to the USPTO for the Sew-
14 ell patent a few months later.

15 992. Savant Inc. and Savant Holdings members relied on Hurst's mis-
16 representation that he has been working in their best interest and did not take
17 action to protect the theft of Savant trade secrets for Ceruvia.

18 993. As a result, Savant Holdings and Savant Inc. members lost the
19 value of the BOL-148/LSD trade secrets.

20 b. HURST'S, BURBANK'S, AND BPM'S FRAUD IN RELEASE
21 OF SHARES BASED ON INACCURATE CAPITALIZATION
22 TABLES

22 994. Hurst fraudulently promulgated capitalization tables for the Savant
23 entities that omitted Savant TAC's existence and Turnbull's 2012 investment in
24 Savant Inc. (§§ 117-118, 406-437, 459-488.)

25 995. In addition to omitting the existence of Savant TAC and Turnbull's
26 investment, these tables omit the illegally backdated options that Hurst issued
27 to Belga as a personal "gift" and the fact Hurst as CEO had already
28

1 misappropriated MindMed shares to himself. (¶ 163.)

2 996. Hurst issued these options to Belga without shareholder approval
3 under the pretense that they were options gifted from Hurst's own shares. The
4 tender falsely represented that the options were dated February 26, 2019, even
5 though the agreement was dated October 28, 2019. Issuing new stock options
6 from Savant Inc., rather than gifting options on Hurst's shares, had the effect of
7 diluting the stock of the other Savant Inc. shareholders.

8 997. Hurst and Burbank have not disclosed the purpose or even exist-
9 ence of these options to shareholders or to the Savant Investors in capitalization
10 tables.

11 998. Hurst and Burbank have provided Savant Investors inaccurate and
12 fraudulent capitalization tables and distributed shares based on those table.

13 999. Burbank refused to release audited books and records as Hurst rep-
14 resented and even though Savant Holdings majority-in-interest voted to have
15 him do so.

16 1000. Burbank relied on Olson, the conflicted attorney, to investigate.

17 1001. Burbank refused to investigate Savant Inc., a subsidiary of Savant
18 Holdings, or investigate Hurst and Dorsey & Whitney, contrary to instructions
19 by the Savant Holdings majority-in-interest.

20 1002. Savant Holdings and Savant Addiction members relied to their det-
21 riment on Hurst's, Burbank's, and BPM's misrepresentations that Burbank
22 would be working in their interest.

23 1003. Had they known that Burbank was not independent and would
24 simply act in Hurst's interests and promulgate inaccurate capitalization tables,
25 the Savant Holdings and Savant Addiction members would not have agreed to
26 his retention as liquidating.

c. HURST'S, BURBANK'S, AND BPM'S FRAUD IN
BURBANK'S APPOINTMENT

1004. Hurst and Burbank fraudulently misrepresented that Burbank was a liquidating trustee working in the members best interest as a fiduciary to handle the "Scott issue." (§§ 406-488.)

1005. Burbank highlighted his purported achievements on the BPM website to induce Savant members to vote for him.

1006. The BPM website misrepresented transparency of its trustees.

1007. In reality, Burbank is neither independent nor transparent. This is evidenced by Burbank's deference to and reliance on Olson, conflicted counsel, to communicate with members and to investigate.

1008. Olson is highly conflicted because Dorsey & Whitney

a. refused to distribute MindMed shares to members in accordance with the Hurst/Freeman agreement and the Savant Holdings dissolution resolution,

b. Issued back dated options,

c. filed the certificate of formation for Savant TAC

d. refused to give members proxy rights to their locked shares and undistributed unlocked shares.

1009. Savant Holdings and Savant Members relied on these misrepresentations of independence to vote for Burbank as liquidating trustee.

1010. This injured them because Burbank, acting in Hurst's interests rather than independently, did not timely release MindMed shares before the stock price plummeted, refused to allow members to vote their MindMed shares in the 2022 and 2023 annual general meetings, refused to investigate Hurst, and released MindMed shares to Hurst and members based on fraudulent and inaccurate capitalization tables.

d. TURNBULL AND CERUVIA'S FRAUD IN THE FORMATION OF CERUVIA

1011. Upon information and belief, Turnbull knew about Hurst's misrepresentations regarding the Sewell license and the concealment of Savant TAC's existence. Turnbull then as an authorized person renamed Savant TAC to CH TAC, which later became Ceruvia. He also facilitated the transfer of the Sewell patent from Savant Holdings to Savant TAC / CH TAC. (§§ 64-117.)

1012. Turnbull had an independent duty under the Savant Addiction operating agreement not to use Savant's proprietary confidential information (including the BOL-148 program) in a competing company and also to correct Hurst's misrepresentations.

1013. He did not, instead aiding and abetting Hurst with his silence and his own false statements regarding Ceruvia's independence on the Ceruvia website in June 2021

1014. Turnbull misrepresented to Freeman and Savant members in publishing the Ceruvia website on the internet around June 2021, in which Turnbull and Ceruvia falsely represented Ceruvia's BOL-148 program as independently developing, omitting mention of Savant's BOL-148 program.

1015. In September 2022, after Turnbull learned that Freeman discovered Savant TAC, Turnbull updated the Ceruvia website to detail the relationship with Savant Inc. dating back to 2012.

1016. Savant Holdings members relied to their detriment on Turnbull's and Ceruvia's misrepresentations, believing that there was no reason to doubt Turnbull's account of Ceruvia's independence from Savant.

1017. As a result of this reliance, Turnbull was able to steal Savant's proprietary BOL-148 program without interference to develop Ceruvia, which—culminating in the November 2020 Transaction—has eliminated both Savant and MindMed as competitors.

1 1018. Savant Holdings and Savant Inc. lost the value of the BOL-148/LSD
2 trade secrets.

3 e. HURST'S AND FORTE'S FRAUD IN THE FORMATION OF
4 MINDMED

5 1019. As detailed in paragraphs 164-181, Hurst had not obtained the re-
6 quired authorization from a majority-in-interest of Savant Holdings and Savant
7 Addiction to sign the MindMed foundation agreement which transferred the
8 55,000,000 MindMed shares to Savant Addiction Medicine..

9 1020. Instead, Hurst kept the structure of the transaction secret from the
10 Savant members until the deal closed and that the 55,000,000 MindMed shares
11 would be transferred to Savant Addiction Medicine without shareholder ap-
12 proval.

13 1021. Hurst through e-mail represented to Savant members that the
14 MindMed shares would remain in Savant Addiction for the foreseeable future
15 based on a letter of intent signed by Hurst with MindMed investors Latchman
16 and Rahn.

17 1022. But according to the operating agreement Hurst needed share-
18 holder approval to sign the MindMed deal, which Hurst did not have.

19 1023. In addition, when 18-MC was sold to MindMed, it should have trig-
20 gered the dissolution clause in the Savant Addiction operating agreement.

21 1024. But Hurst misrepresented to Savant Holdings members that the
22 Savant Addiction voting bloc, 55,000,000 MindMed shares, would benefit all
23 members because keeping the bloc together gives Savant control.

24 1025. This created the impression that Hurst would vote the Savant Ad-
25 diction bloc of MindMed shares in the interest of its members (including Savant
26 Holdings).

27 1026. In fact, Hurst voted the Savant bloc based on his personal interests.
28 He never consulted the other members, and he used the Savant bloc as leverage

1 over the MindMed board to self-deal with Turnbull and transfer trade secrets
2 and other intellectual property to Ceruvia.

3 1027. Ng and Forte were aware of Hurst's misrepresentation since only
4 Hurst and Ng, and Forte read the agreement prior to Hurst signing the agree-
5 ment, but abetted it rather than alert the Savant Addiction members.

6 1028. Savant Holdings and Savant Addiction members relied on these
7 misrepresentations to their detriment, losing the value of the voting rights to
8 their shares.

9 1029. Further, Savant Holdings and Savant Addiction members lost value
10 of MindMed shares because Hurst delayed distribution of shares as share price
11 plummeted due to Hurst's misconduct.

12 f. HURST'S, FORTE'S, AND BURBANK'S
13 FRAUD AT SAVANT INC.

14 1030. Savant Inc. was the management company for the drug-develop-
15 ment LLCs such as Savant Addiction Medicine (§ 464-488).

16 1031. In July 2019, when 18-MC was sold to MindMed, there were no re-
17 maining drugs in development, and Savant Inc. should not have expenses after
18 receiving a 10% profit share of 5,500,000 MindMed shares.

19 1032. Hurst, Forte, Burbank made material misrepresentations or omis-
20 sions of fact regarding Savant Inc.

21 1033. Specifically, they represented that capitalizations had not changed
22 since 2019, after the sale of 18-MC to MindMed. They represented that
23 MindMed shares would be distributed when all expenses had been paid and au-
24 dit was completed.

25 1034. Burbank fraudulently misrepresented that he had no role in super-
26 vising Savant Inc. and that Hurst remained solely responsible. In fact, Savant
27 Inc. is a subsidiary of Savant Holdings, so as liquidating trustee, Burbank has
28 responsibility to Freeman and the Savant Holdings members to oversee Savant

1 Inc. as a Savant Holdings asset.

2 1035. Hurst, Forte, and Burbank knew that those statements were false
3 when he made them to Freeman and other members.

4 1036. Burbank was communicating through Olson, who directly told Free-
5 man by e-mail that there was no business activity in Savant Inc.

6 1037. Hurst also told Freeman there were no changes to the Savant Inc.
7 capitalization tables.

8 1038. The Savant Holdings members voted and instructed Burbank to
9 protect their assets in Savant Inc., but Burbank fraudulently misrepresented
10 that he did not have the authority to do so.

11 1039. Hurst and Forte never held a shareholder meeting or annual meet-
12 ing, so there was no information provided to shareholders until 2022, when
13 Hurst met with three ex-employees.

14 1040. Hurst also told the three ex-employees that shares would not be re-
15 leased until there is a settlement between Freeman and Savant Addiction/Sa-
16 vant Holdings.

17 1041. Burbank then misrepresented that the Savant Holdings capitaliza-
18 tion tables, which included Savant Inc., were accurate, and he distributed
19 MindMed shares to Hurst and other members knowing the falsity of the tables.

20 1042. On information and belief, 4,000,000 of the 5,500,000 MindMed
21 shares owned by Savant Inc. have been sold based on these inaccurate tables.

22 1043. Had the Savant Inc. shareholders known that Hurst and Forte were
23 selling MindMed shares, taking salary, and distributing shares, and that Bur-
24 bank was not going to perform his fiduciary duty, Freeman and the other Sa-
25 vant Inc. shareholders would have taken action sooner, before shares and
26 money had been distributed to Hurst, Forte, and others from Savant Inc., and
27 before Burbank distributed MindMed shares to Hurst from Savant Addiction
28

1 Medicine.

2 1044. Thus, even though Burbank is nominally trustee of Savant Addic-
3 tion/Savant Holdings, and should exercise independent oversight of Savant Inc.,
4 it appears that Hurst is still in control of Savant Addiction and Savant Hold-
5 ings, along with Savant Inc.

6 1045. This misrepresentation delayed Freeman's action who would have
7 convinced Savant Holdings members not to vote for Burbank as trustee, as well
8 as take legal action against Hurst sooner, before shares were distributed by
9 Burbank, and before Hurst could sell Savant Inc.'s MindMed shares.

10 1046. Savant Inc. and its shareholders have thus been harmed by the dis-
11 tribution of Savant Inc.'s shares according to these inaccurate tables.

12 g. ADEQUACY OF REPRESENTATION
13 AND DEMAND FUTILITY

14 1047. At all relevant times, Freeman has been a shareholder of Savant
15 Inc. and a member of Savant Holdings, which in turn is a 52% owner of Savant
16 Addiction.

17 1048. This claim is not collusive or brought to confer jurisdiction that this
18 Court would otherwise lack.

19 1049. Freeman fairly and adequately represents the interests of the Sa-
20 vant Inc. shareholder and Savant Holdings and Savant Addiction members:

21 a. Freeman is a major shareholder of Savant Inc., as indicated
22 in the chart at paragraph 11, holding 27.7% of the shares.

23 b. Freeman is a major owner of Savant Holdings, as indicated in
24 the chart at paragraph 11, holding 38.89% of the shares.

25 c. Freeman is a major owner of Savant Addiction through his
26 38.89% ownership in Savant Holdings, as indicated in the chart at para-
27 graph 11, which makes him a 34.4% beneficial owner Savant Addiction.
28

1 d. Freeman is well-positioned to represent the interests of simi-
2 larly situated shareholders and members because he has extensive
3 knowledge of the misconduct that gives rise to the Savant Entities'
4 claims, as detailed in the e-mails and other communications described
5 above and attached to this complaint.

6 e. In particular, Freeman obtained the consent of a majority-in-
7 interest of the members of Savant Holdings to vote to dissolve the com-
8 pany to force distributions, as detailed in paragraphs 378-385, which
9 Hurst and Savant counsel refused to do.

10 f. Freeman also obtained the consent of a majority-in-interest of
11 the members of Savant Holdings to issue instructions to Burbank, as de-
12 tailed in paragraphs 459-463, which he ignored.

13 g. Because Savant Holdings is the parent company of both Sa-
14 vant Inc. and Savant Addiction, a majority-in-interest of Savant Holdings
15 could—had Hurst and Burbank not disregarded their instructions—have
16 controlled the direction of all three companies.

17 h. In a private meeting with just three Savant Inc. shareholders,
18 those shareholders also expressed frustration over the delay in distribu-
19 tion of MindMed shares, “whether it be from Savant HWP Holdings or Sa-
20 vant HWP Inc.”

21 i. The only shareholders and members whose interests diverge
22 from Freeman’s are Hurst and Turnbull, who are committing the miscon-
23 duct that gives rise to the Savant Entities’ claims.

24 1050. Freeman has repeatedly made efforts to obtain action from those
25 with the authority of directors, and otherwise demand is excused as futile:

26 a. *Savant Inc.* has never held any annual or other shareholder
27 meetings to elect a valid board of directors. Although Hurst purported to
28

1 appoint a board unilaterally, as described in paragraph 636, that action is
2 void, so there is no validly elected board on whom to make a demand. The
3 identities of the so-called “directors” was not even shared with sharehold-
4 ers until recently, and the board has prevented Savant Inc. from holding
5 shareholder meetings. Alternatively, two of the three directors—Hurst
6 and Forte—are not independent, as they are implicated in the RICO con-
7 spiracy and cannot be expected to take action against their own miscon-
8 duct. Burbank, who as liquidating trustee of Savant Holdings has stew-
9 ardship over its subsidiaries, Savant Inc. and Savant Addiction, has also
10 refused to investigate Freeman’s claims and has instead deferred to Sa-
11 vant’s conflicted counsel, who have assisted Hurst, Turnbull, and Bur-
12 bank in the fraudulent misrepresentations as described above.

13 b. *Savant Holdings* does not have a board of directors on whom
14 demand could be made, and under provisions of the operating agreement
15 that are challenged in this complaint, Hurst as managing member holds
16 veto power over his own removal or investigation into his misconduct.
17 Moreover, although Burbank now disclaims that he is the managing
18 member of Savant Holdings and lacks authority to investigate Hurst,
19 Burbank also specifically refused the demand of the majority-in-interest
20 to investigate this claim. Neither is independent because they are impli-
21 cated in the fraudulent misrepresentations and cannot be expected to
22 take action against their own misconduct.

23 c. *Savant Addiction* is likewise under the sole control of Hurst
24 as managing member or Burbank as liquidating trustee and acting man-
25 aging member. Like the Savant Holdings operating agreement, the Sa-
26 vant Addiction operating agreement gives the managing member veto
27
28

1 power over removal or other action to investigate the managing member's
2 misconduct.

3 d. Freeman brought his concerns about Hurst's mismanagement
4 of all three Savant Entities to the attention of Hurst, Savant's counsel,
5 and Burbank.

6 e. This includes Freeman's October 2021 e-mail to Hurst and Ng
7 addressing Hurst's self-dealing.

8 f. As discussed, Ng and Dorsey & Whitney, rather than investi-
9 gating the allegations, wrote Freeman a cease-and-desist letter.

10 g. Likewise, since Burbank's appointment as trustee to address
11 the so-called "Scott issue," Burbank has refused to turn over the books
12 and records and refused to investigate any of the allegations in this com-
13 plaint, and has instead deferred to Hurst and Savant's counsel, which
14 have declined to address the issues.

15 h. John Weems, BPM's Director of Business Development and
16 Partnerships, was copied on Freeman's communications with Burbank,
17 Ng, and Olson informing him of the issues that Burbank was unwilling to
18 address.

19 i. No one at BPM has responded to address these issues.

20 j. Freeman and a majority-in-interest of the Savant Holdings
21 members also instructed Burbank, in the August 3, 2023 e-mail and sub-
22 sequent resolution, described in paragraphs 478-484, to take specific ac-
23 tions relevant to this claim, but Burbank and BPM have refused.

24 1051. Under these circumstances, making a separate demand on the Sa-
25 vant Entities, who remain under the effective control of Hurst, either directly or
26 with Burbank and Forte, would be futile.

1 ***Reliance and Damages***

2 1052. Hurst and Burbank used fraudulent capitalization tables to have
3 Freeman and members rely on them so he could distribute shares to Hurst, and
4 Burbank never investigated but relied on Olson, a conflicted Dorsey & Whitney
5 attorney, even though Savant Holdings members majority-in-interest voted for
6 him to protect their assets. Burbank is still liquidating trustee and has not in-
7 vestigated or corrected his fraudulent capitalization misrepresentations.

8 1053. Without access to the audited books and records, which Hurst had
9 misrepresented would be distributed to members, or an independent investiga-
10 tion, the Savant members have relied to their detriment on these misrepresen-
11 tations and have been diluted.

12 1054. Defendants intended for Freeman and the shareholders of Savant
13 Inc. to rely on the concealment and misrepresentations resulting in newly is-
14 sued, backdated stock options to dilute Savant's shareholders and effect Hurst's
15 personal "gift."

16 1055. They also relied on misrepresentations that Savant Inc. was not do-
17 ing business while Hurst and Forte were distributing salary and stock to them-
18 selves and others.

19 1056. Freeman and the shareholders of Savant Inc. relied to their detri-
20 ment; although Freeman raised the alarm as soon as he learned about the im-
21 proper personal nature of these backdated, newly issued options, the lack of no-
22 tice to shareholders meant he was unable to recognize the impropriety and stop
23 it in its tracks.

24 * * *

25 1057. As a sole, direct and proximate result of the foregoing, plaintiff has
26 been damaged in a sum in excess of \$15,000 and is entitled to punitive dam-
27 ages.

1058. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney's fees as a result of defendants' breach.

NINTH CLAIM FOR RELIEF
CONSPIRACY (HURST, TURNBULL, FORTE, BURBANK, AND BPM)

Direct and Derivative for Savant Inc. and Savant Holdings

1059. Plaintiff incorporates the foregoing allegations in this claim.

1060. Defendants, acting in concert, intended to accomplish an unlawful objective for the purpose of harming plaintiff and Savant Holdings members, including the specific conspiracies alleged below.

1. Conspiracy by Turnbull, Hurst, Burbank, and BPM in the Theft of Savant Trade Secrets

1061. Turnbull and Hurst, together with Ng and Olson, conspired to defraud Freeman and the other Savant Holdings members by orchestrating the transfer to Ceruvia (via "Savant TAC") of Savant's trade-secret drug-development program in BOL-148/LSD. This transfer of trade secrets occurred from 2017 to 2021.

1062. After the transfer, Turnbull, Hurst, and Burbank, together with Ng and Olson, conspired to cover up the theft to prevent Freeman from pursuing the claim in the belief that doing so would bar his claim, including by

a. Hurst's fraudulently misrepresenting to Freeman the circumstances and intent of Turnbull's licensing the Sewell patent, as described in paragraphs 34-55, 76-117;

b. Hurst's and Turnbull's concealing the existence of Savant TAC/Ceruvia, as described in paragraphs 114-117;

c. Hurst's and Turnbull's concealing Hurst's equity investment in and employment by Ceruvia, as described in paragraphs 292-301; and

d. Hurst's and Turnbull's concealing Ceruvia's payment of \$500,000 to Hurst, which was arranged and accepted with the corrupt

1 intent of having Hurst, with Ng's assistance, set up Savant TAC and
2 transfer the trade-secret BOL-148 program to Ceruvia, as described in
3 paragraphs 292-301;

4 e. Since Hurst was an equity owner in Ceruvia and Turnbull
5 knew it, the \$500,000 payment from 2017-2020 was essentially a salary
6 payment to an employee while Hurst was also an employee of Savant and
7 MindMed working on the same projects;

8 f. Turnbull's and Ceruvia's false representations of independ-
9 ence of BOL-148/LSD on Ceruvia's website in June 2021;

10 g. Hurst and Turnbull's fraudulent communications surround-
11 ing the November 2020 MindMed-Ceruvia agreement in which they pre-
12 tended to be unrelated third parties, as described in paragraphs 292-301;

13 h. Hurst's causing Savant Addiction and Savant Holdings to re-
14 tain Burbank as a liquidating trustee;

15 i. Burbank's fraudulently misrepresenting his independence
16 and authority to investigate, as described in paragraphs 406-437;

17 j. Burbank's deference to Dorsey & Whitney, who ordered Free-
18 man to cease and desist his inquiries into Hurst and Turnbull's conflict of
19 interest, and his initial refusal to terminate Dorsey & Whitney to facili-
20 tate an independent investigation, as described in paragraphs 478-488;

21 k. Burbank's eventual hiring of Locke Lord as new counsel out of
22 an "abundance of caution" but not requesting an investigation of Free-
23 man's allegations.

24 l. Hurst's and Burbank's promulgation of fraudulent capitaliza-
25 tion tables omitting the existence of Savant TAC/Ceruvia, as described in
26 paragraphs 459-488; and

m. Hurst's and Burbank's refusal to allow Freeman or other Savant members to review the books and records, as Hurst represented would be permitted once the audit was complete, as described in paragraphs 629-645.

1063. Burbank knew about Hurst's wrongdoing, but even if he did not initially, he knows about that misconduct today, and yet—with the approval of BPM and his supervisor John Weems—remains liquidating trustee and continues to do nothing to investigate Freeman's claims or allow Freeman or the other Savant members to review the books and records.

1064. In August 2021, the majority-in-interest instructed Burbank, among other things, to undertake this investigation, yet he has ignored their instructions.

1065. This claim has both direct and derivative components:

a. Freeman is harmed directly because he lost all of the salary, bonus, and equity incentives that he would have received had the BOL-148/LSD project remained with Savant Inc. or Savant Holdings, where Freeman was CMO, and/or had the Savant BOL-148/LSD project become part of the assets transferred to MindMed, where Freeman was also CMO, resulting in additional salary, bonus, stock, stock options, and other incentives.

b. Freeman also claims damage on behalf of the investors in Savant Holdings, which owned the BOL-148/LSD program and whose value declined with the theft of this program to Ceruvia.

2. *Conspiracy by Hurst and Turnbull to Interfere with Freeman's Employment, Investment, and Influence at MindMed*

1066. Turnbull and Hurst conspired to interfere with and deprive Freeman of his employment, investment, and influence at MindMed.

1 1067. Hurst and Turnbull, with the intent of transferring MindMed intel-
2 lectual property and trade secrets to Ceruvia, conspired to force Freeman's res-
3 ignation as MindMed's CMO.

4 1068. As CMO, Freeman had offered to make timely arrangements with a
5 manufacturer of LSD for MindMed's upcoming clinical trials, as described in
6 paragraphs 234-238.

7 1069. Freeman also understood the value of MindMed's drug-development
8 projects for 18-MC, BOL-148, and LSD, which Freeman had developed, and
9 would have exercised his influence and authority as CMO to prevent MindMed
10 from entering into any transaction that jeopardized those proprietary programs
11 (¶¶ 229-245).

12 1070. Hurst and Turnbull therefore conspired to set the stage for Free-
13 man's exit, including by infiltrating MindMed with more pliable Ceruvia em-
14 ployees, sabotaging MindMed's manufacturing process, and by having Hurst
15 control the voting rights of Freeman's shares in MindMed that were held in Sa-
16 vant Addiction under Hurst's control, as described in paragraphs 271-289 and
17 326-415.

18 1071. Hurst was essentially an employee of CH TAC/Ceruvia since he was
19 paid \$500,000 between 2017-2020 by CH TAC/Ceruvia and was an equity
20 owner, all while acting as CEO of Savant Inc., Savant Holdings, Savant Addic-
21 tion, and MindMed. Hurst's equity ownership in CH TAC/Ceruvia belies his
22 public claim that he was only an independent "consultant" to Turnbull/CH
23 TAC/Ceruvia.

24 1072. Ceruvia paid CH TAC/Ceruvia employees, including Hurst, Monroe
25 and others, and Hurst in turn hired these same employees at MindMed to work
26 on the same drugs.

1 1073. Hurst and Turnbull conspired to have Kathleen Monroe, a CH
2 TAC/Ceruvia employee, falsely accuse Freeman of a workplace violation, and
3 have Hurst falsely represent that he would recuse himself from the subsequent
4 investigation, when in fact he controlled the sham investigation, as described in
5 paragraphs 246-266.

6 1074. When Monroe refused to elevate her work place complaint that
7 Freeman yelled at one of his staff members to sexual harassment, Hurst and
8 Turnbull resorted to extortion by arranging to have Hurst accuse Freeman of
9 corporate theft—stealing the \$100,000 sign on bonus which Hurst had person-
10 ally signed and MindMed’s CFO had approved. Hurst even threatened to have
11 Freeman arrested for the theft, and MindMed’s outside counsel supported the
12 criminal threats.

13 1075. Once Freeman was pressured to resign under the threat of these
14 false accusations, Hurst and Turnbull were free to hold MindMed’s board of di-
15 rectors hostage in the November 2020 MindMed-Ceruvia deal, engineered to ap-
16 pear as though at arm’s length, in which MindMed lost money, competitive ad-
17 vantage, and intellectual property to BOL-148 and LSD to Ceruvia in exchange
18 for an emergency supply of LSD, as described in paragraphs 267-270 and 274-
19 308.

20 1076. Hurst and Turnbull pretended to be third party unrelated because
21 they knew it was illegal, or it would have at least to be disclosed as a related
22 transaction.

23 1077. Freeman was harmed directly by the loss of his job at MindMed,
24 along with stock options and other benefits, and the influence that came with
25 that position; and the loss of his voting rights in the MindMed shares, which
26 was necessary to effectuate Hurst’s and Turnbull’s conspiracy and to keep
27
28

1 Freeman from using his position as MindMed's largest shareholder from influ-
2 encing the board.

3 1078. Freeman also lost all of the salary, bonus, and equity incentives
4 that he would have received had he been able to remain as CMO of MindMed
5 and develop the BOL-148 and LSD programs for MindMed, rather than Ceru-
6 via.

7 **3. *Conspiracy by Hurst, Burbank, and BPM to Deprive***
8 ***Freeman and Savant Holdings Members of MindMed***
9 ***Shares and Voting Rights***

10 1079. As detailed in paragraphs ___, Hurst, Burbank, and BPM con-
11 spired, together with Ng and Olson, to prevent Freeman and the other Savant
12 Holdings members from exercising the voting rights of their 55 million
13 MindMed shares so that Hurst could vote the shares under the guise of manag-
14 ing member, with Ng's backing, to control the MindMed board of directors.

15 1080. This conspiracy involved concerted action to commit multiple
16 breaches of the Savant Addiction and Savant Holdings operating agreements
17 and fiduciary duties, to make multiple fraudulent misrepresentations, to usurp
18 business opportunities belonging to the Savant Entities, and to wrongfully in-
19 terfere with Freeman's prospective economic advantage.

20 1081. As part of this conspiracy, Hurst purported to take several actions
21 on behalf of Savant Addiction and/or Savant Holdings:

22 a. Hurst initially had the 55,000,000 MindMed shares trans-
23 ferred to Savant Addiction per the MindMed Foundation Agreement.

24 b. Hurst then entered into a two-year lockup period with Canac-
25 cord, which prevented the shares from being publicly traded but did allow pri-
26 vate sale or exercise of the shares' voting rights.

27 c. To further control the shares, Hurst had the shares converted
28 to 55,000,000 multiple voting shares (MVS) (at a ratio of 100 common shares to

1 MVS), locked up and sequestered in Savant Addiction under the guise it was for tax benefits, based on fraudulent misrepresentations, as described in paragraphs 182-207.

Hurst took each of these actions without approval of a majority of the Savant Addiction and Savant Holdings members, in violation of the operating agreements and in breach of the fiduciary duties that Hurst had undertaken to Savant members, including to Savant Inc. as CEO, and to Freeman because of their special relationship of trust.¹²

1082. As part of this conspiracy to keep control of the 55 million shares (or 550,000 MSV), Hurst also

a. tried to amend the operating agreements of Savant Addiction and Savant Holdings to give Hurst the voting rights to these shares; and

b. with cover from Ng and Olson, Hurst then rejected the Savant Holdings members' motion to dissolve the company, as described in paragraphs 378-384.

1083. Hurst also induced Freeman to pay \$20,000 for MindMed's legal counsel to administratively distribute the locked shares to Savant Holdings members, but Hurst blocked the distribution and, subsequently, falsely claimed that Canaccord would not agree to the distribution, when in fact it had.

1084. Hurst then fraudulently represented, in an e-mail forwarded to Freeman, that 70% of the shares would unlock on March 3, 2022 and would be

¹² Although the Savant operating agreements do not include an express fiduciary duty, he does have a fiduciary duty that was not validly disclaimed because the Savant members were fraudulently induced to sign the operating agreements. Had Freeman and the other Savant members known that Hurst already has a secret partnership with Turnbull in 2012, they would not have entered into any agreement giving Hurst power to act as managing member without the duties of a fiduciary. Further, Hurst acknowledged that fiduciary duty in an e-mail to Freeman (Ex. 15).

1 distributed in time to vote in the MindMed 2022 annual general meeting on
2 June 1, 2022.

3 1085. To continue the delay in distributing shares and to avoid providing
4 the proxy rights to the shares, and as detailed in paragraphs 426-463, Hurst
5 conspired with Burbank and BPM to

6 a. Cause Savant Addiction and Savant Holdings to retain Bur-
7 bank as a liquidating trustee in December 2021 and March 2022, respectively;

8 b. Have Burbank fraudulently misrepresent his independence
9 and authority to investigate;

10 c. Have Burbank falsely represent his intent to distribute the
11 undisputed shares before the 2022 MindMed annual general meeting;

12 d. Have Burbank fraudulently represent that regulatory issues
13 were causing delays in distributing shares, when in fact these excuses were
14 manufactured simply to keep the shares from being distributed in time for the
15 annual general meeting (although he became liquidating trustee of Savant Ad-
16 diction in December 2021, Burbank did not distribute the shares until July
17 2022, more than a month after the MindMed 2022 annual general meeting);

18 e. Have Burbank fraudulently represent that, in the absence of
19 a timely distribution, he would have Savant counsel assist with getting the vot-
20 ing rights proxied to the Savant Addiction and Savant Holdings members, when
21 in fact he never intended to issue those proxies; and

22 f. Have Burbank fraudulently represent his qualifications to
23 fulfill his duties as liquidating trustee, including to proxy Savant Addiction's
24 shares.

25 1086. Burbank knew about Hurst's wrongdoing, but even if he did not ini-
26 tially, he knows about that misconduct today, and yet—with the approval of
27 BPM and his supervisor John Weems—remains liquidating trustee and
28

1 continues to do nothing to investigate Freeman's claims or allow Freeman or
2 the other Savant members to review the audited books and records as promised
3 by Hurst.

4 1087. In August 2021, the majority-in-interest instructed Burbank,
5 among other things, to undertake this investigation, yet he has ignored their in-
6 structions.

7 1088. Each of these actions violate fiduciary duties undertaken by Hurst,
8 Burbank, and BPM pursuant to Savant Holdings and Savant Addiction's en-
9 gagement with BPM and Burbank, under which BPM and Burbank are to act in
10 the members' interest—including the interest of Savant Inc., with Hurst as its
11 fiduciary—and pursuant to the parties' special relationship of trust arising from
12 the circumstances of Burbank's appointment.¹³

13 a. This claim has both direct and derivative components:

14 b. Freeman is harmed directly because not only did he suffer de-
15 lay in the distribution of shares—a delay that cost him an influential stake in
16 MindMed and the monetary value of the share vote—but Freeman also lost
17 \$20,000 for the attorney's fee to Volk. Freeman, who as Hurst confirmed, was
18 MindMed's largest shareholder, was effectively silenced and lost the value of his
19 shares: without access to his shares, he could neither vote them to prevent
20 Hurst's and the MindMed board's misconduct nor sell the shares in time to
21 avoid the losses caused by that misconduct.

22
23
24
25 ¹³ Burbank contends that his engagement letter excludes a fiduciary duty, but
26 in fact the Burbank had concealed his relationship with those whose fraud he
27 had a responsibility to investigate—Hurst, Ng, and Olson—making ineffective
28 any disclaimer of a fiduciary duty while stepping into the shoes of Hurst, him-
self a fiduciary.

c. Freeman also claims damage on behalf of the investors in Savant Holdings, whose valuable voting rights were also eliminated in favor of Hurst during the period of Hurst's and Burbank's conspiracy.

4. *Conspiracy by Hurst, Burbank, and BPM, together with Ng and Olson, to Defraud Freeman in the Loan Accord*

1089. Burbank has conspired with Hurst to deprive Freeman of the 5 million MindMed shares that Savant Addiction is obligated to distribute under the accord and satisfaction. Burbank, BPM, and Hurst have elected to protect Hurst's self-dealing with Turnbull and Ceruvia rather than provide an accurate accounting—an accounting vital to ensure that shares and membership interests do not pass irretrievably into the wrong hands—before the dissolution of Savant Addiction.

1090. In 2014, Freeman had entered into a short-term loan agreement with Savant Addiction for \$450,000. The loan was to be paid off within 6 months, when Savant Addiction received \$450,000 in indirect costs from a government grant.

1091. Hurst had multiple opportunities to repay the loans, but did not because he wanted to use the repayment as leverage to obtain a personal benefit:

a. When Savant Addiction received the grant money in December 2014, Hurst reneged and claimed he had already spent the money.

b. In 2016, when Savant received \$3.5 million from the sale of Savant Neglected Disease, Hurst paid all creditors including himself, but didn't pay Freeman a penny of the \$645,000 in loans he was owed between Savant Addiction (\$450,000) and Savant Inc. (\$195,000).

c. When Savant's 18-MC program was sold to MindMed for 55,000,000 MindMed shares, there again was something of value to pay off Freeman's loans.

1092. The 55,000,000 shares provided the opportunity for Hurst to exert leverage over Freeman through a settlement of the unpaid loans.

a. Freeman demanded payment of his loans in June 2019, but Hurst knew that Savant Addiction did not have cash assets to repay the loans.

b. Instead, to avoid bankruptcy, Hurst fraudulently offered as a settlement MindMed shares, which were locked up and could not be sold for two years, but he intended to string Freeman along by not distributing the shares during this lock-up period until Savant Addiction obtained funds by selling the unlocked shares. After two years, once Savant Addiction had the funds to repay the original loans, Hurst would then decide whether it was in his interest to distribute shares (if they were worth less than the face value of the original loans) or to disclaim the accord and satisfaction and offer cash (if the shares were worth more than the face value of the loans and nominal interest).

c. Thus, in reality, Hurst intended only to expose Freeman to the downside risk that the shares would become less valuable; or, if the shares became more valuable, Freeman would have to agree to give Hurst something in return: let Hurst vote the Savant bloc.

1093. Initially, Hurst defrauded Freeman by falsely representing the value of the MindMed shares at \$0.10 USD per share, as opposed to its actual value of \$0.10 CAD/\$0.058 USD.

1094. Based on that fraudulent valuation, Freeman accepted Hurst's offer that he would cause Savant Addiction to distribute 5 million MindMed common shares, at \$0.10 USD per share, to Freeman to settle Freeman's claims for non-payment of notes and warrants totaling \$645,000, plus interest, as detailed in paragraphs 346-352.

1095. In reality, given the actual value of MindMed's shares (\$0.10 CAD/\$0.058 USD), Freeman would be entitled to 7.75 million shares.

1 1096. Hurst, between June and October 2020, falsely confirmed that he
2 would distribute these 5 million shares to Freeman, but he now sought to link
3 distribution to Hurst's continued control of the voting rights of those shares.

4 1097. Hurst and Burbank conspired to cover up the fraud (1) to prevent
5 Freeman from obtaining the 5 million MindMed shares, which would make
6 Freeman MindMed's largest (and controlling) shareholder; (2) to maintain
7 Hurst's control over the full 55 million MindMed shares in Savant Addiction;
8 and (3) to prevent Freeman from pursuing the claim, including by

9 a. Hurst's falsely assuring Freeman in multiple e-mails and
10 other communications that Freeman would be issued these shares but fore-
11 stalling enforcement by suggesting that the sole cause of delay was a need to
12 "document" the settlement, and later for Freeman to get "tax advice";

13 b. Hurst's efforts to amend the operating agreements of Savant
14 Addiction and Savant Holdings so that he could continue to exercise the voting
15 rights of the members' shares, even if Hurst was unable to extract a voting-
16 rights agreement from Freeman;

17 c. Hurst's rejection, through Ng and Olson, of the Savant Hold-
18 ings members' motion to dissolve Savant Holdings;

19 d. Hurst's causing Savant Addiction and Savant Holdings to re-
20 tain Burbank as a liquidating trustee, specifically to have Burbank withhold
21 the 5 million shares and reject the accord;

22 e. Burbank's fraudulently misrepresenting his independence
23 and authority to investigate, as described in paragraphs 406-437;

24 f. Burbank's fraudulently misrepresenting that he did not have
25 the authority to investigate Hurst, Olson, or Ng and left it to Olson, the con-
26 flicted Dorsey Whitney, attorney to investigate;

1 g. Burbank's deference to Dorsey & Whitney in rejecting Free-
2 man's claims to the 5 million shares, the attorney ordering Freeman to cease
3 and desist his inquiries, and Burbank's refusal to terminate Dorsey & Whitney
4 to facilitate an independent investigation;

5 h. Burbank's eventual hiring of Locke Lord as new counsel out of
6 an "abundance of caution" but not requesting an investigation of Freeman's al-
7 legations; and

8 i. Hurst's and Burbank's promulgation of fraudulent capitaliza-
9 tion tables omitting Freeman's 5 million shares, as described in paragraph 450.

10 1098. The conspiracy harmed Freeman directly, allowing Hurst to main-
11 tain control over Savant Addiction's 55 million shares in MindMed as a bloc,
12 even though Freeman with the 5 million shares was MindMed's largest share-
13 holder, which constituted a controlling influence in MindMed. Had Freeman
14 known at any point between 2019 and 2022, when Hurst was misrepresenting
15 his agreement to the loan accord, that Hurst would not authorize the distribu-
16 tion, Freeman would have taken action to enforce the agreement earlier, and
17 would have protested Burbank's appointment when the price of MindMed
18 shares was at its peak.

19 1099. As a result of the conspiracy, however, Hurst was able to control
20 MindMed, including to transfer MindMed's BOL-148 and LSD programs—un-
21 impeded by Freeman, who (together with his other shares in MindMed) would
22 have been MindMed's largest shareholder.¹⁴ That transaction, once publicized
23 in this litigation, caused a 27% drop in the price of MindMed stock.

24 _____
25 ¹⁴ Freeman should also have received about 18,000,000 of the 55,000,000
26 MindMed shares Savant had received; up to 20% ownership in MindMed at cer-
27 tain times. Had Freeman received those shares he could have, as the company's
28 largest individual shareholder, negotiated a better salary, equity, and severance
package, as well as a director position during the time he worked at MindMed.
Freeman would also have been in a unique position to be able to call a general

1100. Freeman was thus directly injured by this conspiracy. Not only was he deprived of his 5 million shares, which should have been 7.75 million, but the consequential damages of that fraud include the loss of the voting rights of MindMed's largest shareholder at a time when he could have safeguarded the value of those shares and the monetary value of the voting rights.

5. *Conspiracy by Hurst, Burbank, BPM, and Forte to Embezzle from Savant Inc.*

1101. In addition, Hurst and Forte conspired to prevent annual shareholder meetings and shareholder votes for board of directors for Savant Inc. Instead, Hurst and Forte, whom Hurst purported to appoint to the board, have treated Savant Inc. as their personal piggy bank by taking salaries and giving themselves stock grants, despite the absence of a business reason for doing so, and fraudulently misrepresenting, until confronted in May 2022, that the capitalization tables had not changed.

1102. These acts constituted common-law conversion and embezzlement under NRS 205.300(1), as Hurst and Forte represented that they were directors entrusted with the property of Savant Inc. and its shareholders, yet took, stole, converted, used, and appropriated Savant Inc.'s money and stock for their own use, with the intent to take, steal, use, and appropriate this money and property contrary to the purposes for which they were entrusted and to defraud the true owners—the shareholders of Savant Inc. and its parent company, Savant Holdings.

1103. Hurst, Forte, and Burbank have also conspired to defraud the Savant Investors in allowing Hurst to issue backdated stock options, not disclosing

company meeting and put initiatives on the MindMed ballot for voting at general meetings. Alternatively, Freeman could have sold his shares on the public or private equity markets. Further, the voting rights of shares have a monetary value which Freeman lost.

1 the options or the existence of Savant TAC on the capitalization tables issued to
2 Savant Investors, then aiding and abetting the release to Hurst of shares in
3 MindMed based on the inflated ownership percentages in the inaccurate capi-
4 talization tables, as described in paragraphs 459-488.

5 1104. As liquidating trustee and acting managing member of Savant
6 Holdings, whose members own a majority of Savant Inc., Burbank misrepre-
7 sented his independence. Because Savant Inc. is Savant Holdings's subsidiary,
8 an independent liquidating trustee should have forced Savant Inc. to hold an-
9 nual shareholder meetings and elect a valid board of directors or should force
10 its dissolution—or at least forced an investigation, an accounting, and produc-
11 tion of the books and records—and thus could have prevented Hurst and Forte
12 from embezzling from Savant Inc.

13 1105. Instead, Burbank has aided and abetted Hurst and Forte by turn-
14 ing a blind eye to these activities and Hurst's other misconduct, and claiming
15 that he had no authority because Hurst remained managing member of Savant
16 Holdings.

17 1106. Burbank falsely claims that his retention agreement does not in-
18 clude authority to investigate. His retention agreement gives him the authority
19 to close open accounts, which necessarily includes the power to investigate any
20 fraud in resolving those accounts. In addition, the operating agreement the op-
21 erating agreement gives him the authority of managing member, which in-
22 cludes the authority to investigate misconduct in the company.

23 1107. Burbank further aided and abetted Hurst by ignoring instruction
24 from a majority in interest of Savant Holdings, who in August 2021 alerted Bur-
25 bank to Hurst's and Forte's misconduct, to investigate and protect Savant Inc.
26 as an asset of Savant Holdings.

1108. Had Burbank not participated in the conspiracy to embezzle from Savant Inc., and instead dissolved Savant Holdings, and its subsidiary Savant Inc., the Savant Holdings members could have together prevented Hurst's and Forte's embezzlement.

1109. Freeman asserts this claim derivatively on behalf of Savant Inc. and Savant Holdings for the loss of funds and dilution of their shares due to the acts of the conspiracy.

* * *

1110. As a sole, direct and proximate result of the foregoing conspiracies, plaintiff has been damaged in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

1111. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney's fees as a result of defendants' actions.

**6. *Conspiracy by Hurst, Burbank, BPM,
to Embezzle from Savant Holdings and Savant
Addiction Using Fraudulent Capitalization Tables***

1112. Hurst and Burbank have treated Savant Holdings and Savant Addiction as their personal piggy bank by accepting a trustee's fee and distributing shares based on fraudulent capitalization tables.

1113. These acts constituted common-law conversion and embezzlement under NRS 205.300(1), as Hurst and Burbank represented that they were working in members' best interest, yet Hurst and Burbank took, stole, converted, used, and appropriated Savant Holdings and Savant Addiction money and stock for their own use, with the intent to take, steal, use, and appropriate this money and property contrary to the purposes for which they were entrusted and to defraud the true owners—the members of Savant Holdings and Savant Addiction.

1 1114. Hurst and Burbank have also conspired to defraud the Savant
2 members in allowing Hurst to issue backdated stock options, not disclosing the
3 options, concealing the existence of Savant TAC, and concealing Turnbull's 2012
4 investment in Savant Inc. on the capitalization tables issued to Savant Inves-
5 tors, then aiding and abetting the release to Hurst of shares in MindMed based
6 on inaccurate ownership percentages, as described in paragraphs 70-117, 149-
7 163, and 406-450.

8 1115. As liquidating trustee and acting managing member of Savant
9 Holdings, whose members own a majority of Savant Inc., Burbank misrepre-
10 sented his independence.

11 1116. Instead, Burbank has aided and abetted Hurst by turning a blind
12 eye to these activities and Hurst's other misconduct, and claiming that he had
13 no authority and left investigations to Olson, the conflicted Dorsey Whitney at-
14 torney. Burbank claims his contract does not give him authority to investigate
15 which is a misrepresentation since the control gives him the authority to close
16 open accounts, and the operating agreement makes him the managing member.
17 Regardless, the contract was written by Hurst, who has been accused of fraud,
18 so of course he would eliminate any investigative authority.

19 1117. Hurst had represented that audited books and records would be re-
20 leased to Savant Investors, but instead Hurst hired Burbank, who never re-
21 leased them.

22 1118. Burbank further aided and abetted Hurst by ignoring instruction
23 from a majority in interest of Savant Holdings, who in August 2021 instructed
24 Burbank to investigate Hurst's misconduct and protect their assets.

25 1119. Had Burbank not participated in Hurst's conspiracy to embezzle,
26 for which he was paid at least \$50,000, and instead investigated Hurst, Bur-
27 bank could have prevented Hurst's embezzlement.

1120. Burbank remains a liquidating trustee of Savant Holdings and Savant Addiction and still has done nothing.

1121. Freeman asserts this claim derivatively on behalf of Savant Inc. and Savant Holdings for the loss of funds and dilution of their shares due to the acts of the conspiracy.

* * *

1122. As a sole, direct and proximate result of the foregoing conspiracies, plaintiff has been damaged in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

1123. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney's fees as a result of defendants' actions.

7. Adequacy of representation and demand futility

1124. At all relevant times, Freeman has been a shareholder of Savant Inc. and a member of Savant Holdings.

1125. This claim is not collusive or brought to confer jurisdiction that this Court would otherwise lack.

1126. Freeman fairly and adequately represents the interests of the Savant Inc. shareholder and Savant Holdings members:

a. Freeman is a major shareholder of Savant Inc., as indicated in the chart at paragraph 11, holding 27.7% of the shares.

b. Freeman is a major owner of Savant Holdings, as indicated in the chart at paragraph 11, holding 38.89% of the shares.

c. Freeman is well-positioned to represent the interests of similarly situated shareholders and members because he has extensive knowledge of BOL-148/LSD program that was stolen and the misconduct by Hurst, Turnbull, and Ceruvia that gives rise to this claim, as detailed

1 in the e-mails and other communications described above and attached to
2 this complaint.

3 d. Freeman's personal claim does not create a conflict because
4 his personal claim is predicated on salary and other benefits that would
5 flow from the BOL-148/LSD program returning to Savant Holdings and/or
6 Savant Inc. Those benefits are not different or above the status quo before
7 the misappropriation to Ceruvia.

8 e. The only shareholders and members whose interests diverge
9 from Freeman's are Hurst and Turnbull, who are committing the miscon-
10 duct that gives rise to the Savant Entities' claims.

11 1127. Freeman has repeatedly made efforts to obtain action from those
12 with the authority of directors, and otherwise demand is excused as futile:

13 a. *Savant Inc.* has never held any annual or other shareholder
14 meetings to elect a valid board of directors. Although Hurst purported to
15 appoint a board unilaterally, as described in paragraph 636, that action is
16 void, so there is no validly elected board on whom to make a demand. The
17 identities of the so-called "directors" was not even shared with sharehold-
18 ers until recently, and the board has prevented Savant Inc. from holding
19 shareholder meetings. Alternatively, two of the three directors—Hurst
20 and Forte—are not independent, as they are implicated in the theft of
21 trade secrets (Hurst orchestrated it, and Forte while having access to Sa-
22 vant Inc.'s books and records has not corrected the capitalization tables to
23 reflect Turnbull's 2012 investment into the BOL-148/LSD program). Bur-
24 bank, who as liquidating trustee of Savant Holdings has stewardship over
25 its subsidiaries, Savant Inc. and Savant Addiction, has also refused to in-
26 vestigate Freeman's claims or correct the capitalization tables that would
27
28

1 have revealed Savant TAC's existence and revealed the theft of trade se-
2 crets.

3 b. *Savant Holdings* does not have a board of directors on whom
4 demand could be made, and under provisions of the operating agreement
5 that are challenged in this complaint, Hurst as managing member holds
6 veto power over his own removal or investigation into his misconduct.
7 Moreover, although Burbank now disclaims that he is the managing
8 member of Savant Holdings and lacks authority to investigate Hurst,
9 Burbank also specifically refused the demand of the majority-in-interest
10 to investigate this claim. Neither is independent because they are impli-
11 cated in the theft of the BOL-148/LSD program or its coverup and cannot
12 be expected to take action against their own misconduct.

13 c. Freeman brought his concerns about Hurst's mismanagement
14 of all three Savant Entities to the attention of Hurst, Savant's counsel,
15 and Burbank.

16 d. This includes Freeman's October 2021 e-mail to Hurst and Ng
17 addressing Hurst's self-dealing.

18 e. As discussed, Ng and Dorsey & Whitney, rather than investi-
19 gating the allegations, wrote Freeman a cease-and-desist letter.

20 f. Likewise, since Burbank's appointment as trustee to address
21 the so-called "Scott issue," Burbank has refused to turn over the books
22 and records and refused to investigate any of the allegations in this com-
23 plaint, and has instead deferred to Hurst and Savant's counsel, which
24 have declined to address the issues.

25 g. John Weems, BPM's Director of Business Development and
26 Partnerships, was copied on Freeman's communications with Burbank,
27
28

1 Ng, and Olson informing him of the issues that Burbank was unwilling to
2 address.

3 h. No one at BPM has responded to address these issues.

4 i. Freeman and a majority-in-interest of the Savant Holdings
5 members also instructed Burbank, in the August 3, 2023 e-mail and sub-
6 sequent resolution, described in paragraphs 478-484, to take specific ac-
7 tions relevant to this claim, but Burbank and BPM have refused.

8 1128. Under these circumstances, making a separate demand on the Sa-
9 vant Entities, who remain under the effective control of Hurst, either directly or
10 with Burbank and Forte, would be futile.

11 **C. Belga Consulting Agreement**

12 **TENTH CLAIM FOR RELIEF**
13 **BREACH OF CONTRACT AND BAD FAITH**
14 **(SAVANT ADDICTION)**

15 1129. Plaintiff incorporates the foregoing allegations in this claim.

16 1130. Belga and Savant Addiction, acting through Hurst, entered into a
17 valid and existing contract with respect to fundraising for Savant.

18 1131. Belga performed under the contract by securing more than \$5 mil-
19 lion in fundraising, including through the opportunities that led to the financ-
20 ing of Savant Addiction's reverse takeover of MindMed.

21 1132. Alternatively, Belga was excused from performance because Hurst's
22 usurping of the opportunity and signing the financing agreement made it im-
23 possible for Belga to perform.

24 1133. Savant Addiction, acting through Hurst, breached the agreement in
25 failing to provide the promised equity, position, title, and salary.

26 1134. The acts and omissions of defendant Savant Addiction as described
27 above also constitute a breach of the covenant of good faith and fair dealing—
28 including, but not limited to, Hurst's actions to step in to finalize the financing

1 deal that Belga initiated and that would not have been possible but for Belga's
2 diligent fundraising efforts.

3 1135. These actions have deprived plaintiff of the benefits bargained for.

4 1136. In addition, there is a special relationship of trust or a fiduciary re-
5 lationship between Belga and Hurst. Belga had an expectation that Hurst
6 would cooperate in allowing Belga to earn his equity in Savant Addiction and
7 step into the CEO role.

8 1137. Hurst had an obligation not to place his own interests above Belga's
9 or to in any way thwart or undermine Belga from counting his fundraising ef-
10 forts toward the \$5 million needed to obtain the 20 percent equity interest and
11 the \$2 million needed to become CEO.

12 1138. The breach of this special relationship of trust was made in tortious
13 bad faith.

14 1139. As a direct and proximate result of defendants' breach, plaintiff has
15 suffered general and special damages in excess of \$15,000.

16 1140. Plaintiff has also been forced to retain counsel to pursue this action
17 and has incurred attorney's fees as a result of defendants' breach.

18 **ELEVENTH ALTERNATIVE CLAIM FOR RELIEF**
19 **UNJUST ENRICHMENT**
(HURST, SAVANT INC., AND SAVANT ADDICTION)

20 1141. Plaintiff incorporates the foregoing allegations in this claim. Plain-
21 tiff has not been paid for the amount it has enriched defendants, including the
22 labor and other services provided to secure fundraising for Savant.

23 1142. Belga raised \$5MM for the MindMed Foundation Agreement with
24 the expectation that he would receive 20% equity of Savant Addiction Medi-
25 cine's 55,000,000 MindMed shares: 11,000,000 MindMed shares. Belga also had
26 an expectation that he would serve as CEO of MindMed—with attendant sal-
27 ary, stock options, and other benefits. The total value of Belga's contribution in
28

1 raising \$5 million for MindMed actually exceeds the face value of the contribu-
2 tion because that \$5 million investment facilitated the creation of MindMed it-
3 self, a multimillion-dollar enterprise. Without Belga's efforts, MindMed would
4 not exist today.

5 1143. In the event that Belga is found not to have an enforceable contract,
6 Hurst was unjustly enriched by plaintiff through assuming the role of CEO—
7 with attendant salary, stock options, and other benefits—by approximately
8 3,650,000 of the 11,000,000 MindMed shares Belga would have received (20%
9 equity), since Hurst's beneficial interest in the Savant entities is approximately
10 33%.

11 1144. In the event that Belga is found not to have an enforceable contract,
12 Savant Addiction was unjustly enriched by plaintiff by obtaining the value of
13 the \$5 million investment—worth at least the face value of the \$5 million itself
14 up to and including the full value of the 11 million MindMed shares Belga
15 would have received (20% equity)—as without that investment MindMed would
16 not exist and Savant Addiction would not have any equity in it.

17 1145. If the shares representing the value of plaintiff's contribution have
18 been alienated, plaintiff is entitled to trace the proceeds and impose a construc-
19 tive trust on Hurst and any other transferee of the 55 million MindMed shares
20 distributed by Hurst or Savant Addiction.

21 1146. So long as Burbank serves as the trustee of Savant Addiction, Bur-
22 bank, too, must also be (1) directed to distribute to plaintiff the value by which
23 Hurst and Savant Addiction have been unjustly enriched and (2) enjoined from
24 transferring any such value to Hurst or any other person.

25 1147. Plaintiff has also been forced to retain counsel to pursue this action
26 and has incurred attorney's fees as a result of defendants' actions.

**TWELFTH CLAIM FOR RELIEF
PROMISSORY OR EQUITABLE ESTOPPEL
(SAVANT ADDICTION)**

1148. Plaintiff incorporates the foregoing allegations in this claim.

1149. Hurst, acting through Savant Addiction, knew his true intent when Hurst promised plaintiff that it would provide Belga equity in the company and the role of CEO based on his fundraising abilities.

1150. Hurst intended that his promise would be acted upon—i.e., that Belga would actually expend substantial efforts and resources to raise funds for Savant.

1151. Belga was ignorant of the true state of facts—that Hurst did not intend to honor the promise and would simply give Belga nothing after a sustained and successful fundraising effort.

1152. Belga relied to his detriment on Hurst's words and conduct, as he would not have committed the time and resources toward locating valuable opportunities for Savant—ultimately worth in excess of \$5 million—without compensation.

1153. Burbank, as trustee of Savant Addiction, is likewise estopped to deny Hurst's and Savant's promises to Belga.

1154. As a direct and proximate result of defendants' breach, plaintiff has suffered general and special damages in excess of \$15,000, and punitive damages.

1155. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney's fees as a result of defendants' actions.

D. Freeman Accord and Satisfaction

**THIRTEENTH CLAIM FOR RELIEF
BREACH OF CONTRACT AND BAD FAITH
(SAVANT INC. AND SAVANT ADDICTION)**

1156. Plaintiff incorporates the foregoing allegations in this claim.

1 1157. Freeman and Hurst, as CEO of Savant Inc. and managing member
2 of Savant Addiction, entered into a valid and existing contract with respect to a
3 settlement of loans, constituting an accord and satisfaction of the original loans
4 of Savant Inc. and Savant Addiction, if paid.

5 1158. Freeman performed under the contract by (1) covenanting not to
6 bring a claim against the Savant Entities under the original loans, (2) paying
7 for and facilitating the reconversion of the multiple voting shares into common
8 shares and their distribution to Freeman in his name, and (3) refraining from
9 enforcing the executory accord until Hurst defaulted on the obligations under
10 the accord.

11 1159. Alternatively, Freeman was excused from performance because
12 Hurst anticipatorily breached the agreement in July 2021, when, through Sa-
13 vant's counsel, Hurst indicated that he considered the agreement invalid.

14 1160. Savant Addiction and Savant Inc. breached the agreement by fail-
15 ing to provide the promised shares of MindMed.

16 1161. The accord and satisfaction in settlement of Freeman's loans also
17 includes an implied, if not express, covenant of good faith and fair dealing.

18 1162. The acts and omissions of defendant Hurst, as described above—in-
19 cluding but not limited to (1) converting the 55 million Class A common shares
20 (including the 5 million owed to Freeman) to multiple voting shares, (2) failing
21 to obtain any authorizations necessary to effectuate the agreement and distri-
22 bution of shares, and failing to put the loan modification to a vote of the mem-
23 bers, (3) after Hurst's own unexcused delays for over a year, attempting to rene-
24 gotiate the number of shares based on the increased share price, and (4) retali-
25 ating against Freeman for seeking to exercise his voting rights in the shares
26 due to be distributed to him—have deprived plaintiff of the benefits that he bar-
27 gained for.

1 1163. Regardless of whether Hurst's acts on behalf of Savant Inc. and Sa-
2 vant Addiction constitute a technical breach of contract, those acts breach the
3 covenant of good faith and fair dealing.

4 1164. In breaching this accord and satisfaction and withholding the addi-
5 tional 5 million MindMed shares owed to Freeman, Hurst has effectively di-
6 luted plaintiff's shares that he has from his equity contributions in Savant
7 Holdings and Savant Inc.

8 1165. As a corollary, plaintiff has also been improperly diluted in the ex-
9 ercise of voting rights and the other rights of stock ownership. The voting rights
10 alone in Freeman's approximately 12 million shares—the total from the accord
11 and satisfaction and his preexisting equity—would have been worth at least
12 \$4,620,000 at the time the accord was breached.

13 1166. This caused significant consequential damage beyond the loss of the
14 shares themselves.

15 1167. Freeman's MindMed shares represented a major-shareholder inter-
16 est in MindMed—over five percent of the outstanding shares—and thus he
17 could have become or appointed a board member and prevented Hurst's mis-
18 management and commingling of Ceruvia and MindMed assets. This in turn
19 would have prevented the catastrophic decline in the overall value of
20 MindMed's stock.

21 1168. As a direct and proximate result of defendants' breach, plaintiff has
22 suffered general and special damages in excess of \$15,000.

23 1169. Plaintiff is also entitled to specific performance of the agreement by
24 Savant Addiction. If the shares have been alienated, plaintiff is entitled to trace
25 the proceeds and impose a constructive trust on Hurst and any other transferee
26 of the 55 million MindMed shares distributed by Hurst or Savant Addiction.

1 1170. Plaintiff has also been forced to retain counsel to pursue this action
2 and has incurred attorney's fees as a result of defendants' breach.

3 **FOURTEENTH CLAIM FOR RELIEF**
4 **BREACH OF FIDUCIARY DUTY**
5 **(HURST)**

6 1171. Plaintiff incorporates the foregoing allegations in this claim.

7 1172. Hurst, as CEO of Savant Inc., owes Freeman, a shareholder, a fidu-
8 ciary duty.

9 1173. There is also a special relationship of trust and a fiduciary relation-
10 ship between Freeman and Hurst. Freeman and Hurst have been partners for
11 more than a decade, and Freeman has always trusted Hurst to act in Freeman's
12 best interest because of their agreement for common equity in the Savant Enti-
13 ties.

14 1174. Freeman agreed to allow Hurst to become chairman and CEO of Sa-
15 vant Inc. only because of their agreement for equal equity, which Freeman be-
16 lieved would ensue that their interests were aligned.

17 1175. These fiduciary duties applied when Hurst entered the accord and
18 satisfaction with Freeman, who was both an equity holder and a lender to Sa-
19 vant Inc. and Savant Addiction.

20 1176. Considering Hurst's status as a fiduciary, Freeman anticipated that
21 Hurst would act in Freeman's interest in honoring the accord and satisfaction.

22 1177. Freeman could not have anticipated that Hurst's interest in Ceru-
23 via would cause Hurst to act in Ceruvia's best interests rather than Freeman's.

24 1178. The acts and omissions of Hurst in breaching, disavowing, or other-
25 wise failing to execute the accord and satisfaction constitute a breach of Hurst's
26 fiduciary duties.

27 1179. The breach of this special relationship of trust was made in tortious
28 bad faith.

1180. As a sole, direct, and proximate result of the foregoing, plaintiff has been damaged in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

1181. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney's fees as a result of defendants' breach.

**FIFTEENTH ALTERNATIVE CLAIM FOR RELIEF
UNJUST ENRICHMENT
(HURST, SAVANT INC., AND SAVANT ADDICTION)**

**1. *Unjust Enrichment from
Leveraging Freeman's Loans***

1182. Freeman had lent \$450,000 to Savant Addiction and \$195,000 to Savant Inc.

1183. Hurst caused Savant Addiction and Savant Inc. to renege on those loans. In settling the breach of that agreement, Freeman and Hurst agreed that Hurst would cause Savant Addiction to distribute to Freeman 5 million MindMed shares in satisfaction of the loans.

1184. The loan accord was itself based on Hurst's misrepresentation regarding the value of MindMed's shares:

a. Initially, Hurst defrauded Freeman by falsely representing the value of the MindMed shares at \$0.10 USD per share, as opposed to its actual value of \$0.10 CAD/\$0.058 USD.

b. Based on that fraudulent valuation, Freeman accepted Hurst's offer that he would cause Savant Addiction to distribute 5 million MindMed common shares, at \$0.10 USD per share, to Freeman to settle Freeman's claims for nonpayment of notes and warrants totaling \$645,000, plus interest.

1185. Thus, the benefit Freeman provided to Hurst and Savant Addiction, considering the actual value of MindMed's shares (\$0.10 CAD/\$0.058 USD), is equivalent to 7.75 million MindMed shares.

1186. Plaintiff has not been paid for the amount it has enriched defendants, including (1) the loans and other contributions by plaintiff that enabled Savant Addiction to develop MC-18 for sale to MindMed; and (2) plaintiff's forbearance in not bringing an action to enforce the loan agreements or, during the pendency of the lock-out period, the accord and satisfaction.

1187. In the event that Freeman is found not to have an enforceable loan satisfaction agreement, Hurst was unjustly enriched by approximately 2.5 million MindMed shares of the 7.75 million shares, since Hurst's beneficial interest in the Savant entities is approximately 33%.

1188. In the event that Freeman is found not to have an enforceable loan satisfaction agreement, Savant Addiction was unjustly enriched by 7.75 million MindMed shares.

1189. Plaintiff is entitled to compensation for the amount defendants have been unjustly enriched and is entitled to punitive damages.

1190. If the shares representing the value of plaintiff's contribution have been alienated, plaintiff is entitled to trace the proceeds and impose a constructive trust on Hurst and any other transferee of the 55 million MindMed shares distributed by Hurst or Savant Addiction.

1191. So long as Burbank serves as the trustee of Savant Addiction, Burbank, too, must also be (1) directed to distribute to plaintiff the value by which Hurst and Savant Addiction have been unjustly enriched and (2) enjoined from transferring any such value to Hurst or any other person.

1192. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney's fees as a result of defendants' actions.

2. Delay in Distributing MindMed Shares

1193. The 55,000,000 shares received by Savant Addiction from the MindMed Foundation Agreement had voting rights.

1 1194. The voting of a share has a monetary value which should have been
2 realized by the members of Savant Addiction and Savant Holdings.

3 1195. That value was significant because, according to Hurst, the 55 mil-
4 lion shares constitute a controlling interest in MindMed.

5 1196. Hurst and Burbank had a duty to distribute the 55,000,000
6 MindMed shares (and their voting rights) to the members of Savant Addiction
7 and Savant Holdings, for several reasons:

8 a. Savant Addiction's operating agreement requires the com-
9 pany's dissolution when all assets are sold, as they were here, under the
10 MindMed Foundation Agreement.

11 b. A majority-in-interest of the Savant Addiction and Savant
12 Holdings members did not approve the Foundation Agreement, which seques-
13 tered the MindMed shares in SAM, contrary to the operating agreement.

14 c. Freeman, Hurst, and MindMed contractually agreed that
15 Freeman could pay \$20,000 to have the MindMed shares distributed to himself
16 and the members, which he did.

17 d. Savant Holdings members voted to dissolve Savant Holdings
18 and have their shares distributed.

19 e. Hurst pledged to Savant Holdings members that MindMed
20 shares would be distributed to members for the MindMed 2022 annual general
21 meeting, and Burbank did not disavow that pledge.

22 f. Alternatively, in the event that the shares would not be dis-
23 tributed in time for the 2022 annual general meeting, the Savant Holdings
24 members directed Burbank to issue proxy rights to be able to vote their shares
25 in that meeting.

26 1197. By not receiving a distribution of shares or their voting rights, the
27 Savant Holdings members conferred on Hurst the monetary value of those
28

1 voting rights.

2 1198. Hurst was thus unjustly enriched by the value of the voting rights
3 of the 55 million-share Savant bloc.

4 1199. This claim has both direct and derivative components:

5 a. Freeman is harmed directly because not only did he suffer de-
6 lay in the distribution of shares—a delay that cost him a controlling stake in
7 MindMed and the monetary value of the share vote—but Freeman also lost
8 \$20,000 for the attorney’s fee to Volk. Freeman, who as Hurst confirmed, was
9 MindMed’s largest shareholder, was effectively silenced and lost the value of his
10 shares: without access to his shares, he could neither vote them to prevent
11 Hurst’s and the MindMed board misconduct nor sell the shares in time to avoid
12 the losses caused by that misconduct.

13 b. Freeman also claims damage on behalf of the investors in Sa-
14 vant Holdings and Savant Addiction, whose valuable voting rights were also
15 eliminated in favor of Hurst.

16 **3. *Unjust Enrichment from the Savant Trade Secrets***

17 1200. Hurst and Turnbull stole the BOL-148/LSD trade secrets from Sa-
18 vant Holdings to Savant TAC, which eventually became Ceruvia.

19 1201. This was done without Savant Holdings member approval, contrary
20 to the operating agreement.

21 1202. Hurst and Turnbull enriched themselves by the value of the BOL-
22 148/LSD trade secrets and by the further value of excluding Freeman from
23 sharing in the equity, compensation, and other incentives that would have been
24 paid to Freeman had the trade secret project remained with Savant.

25 1203. This claim has both direct and derivative components:

26 a. Freeman is harmed directly because, having no stake in Ceru-
27 via and not being Ceruvia’s CMO, Freeman lost all of the salary, bonus, stock
28

options, membership interests, and other incentives that he would have received had the project remained with Savant or MindMed, where Freeman was CMO. Since Freeman equally split compensation with Hurst, salary, bonus, equity, and other benefits, Freeman is owed half of what Hurst received.

b. Freeman also claims damage on behalf of the investors in Savant Holdings, who lost the value of the BOL-148/LSD project.

4. *Burbank's Unjust Enrichment from his Trustee Fees*

1204. Burbank was voted as the liquidating trustee on the recommendation of Hurst to members of Savant Addiction and Savant Holdings.

1205. Burbank has represented that he is independent trustee acting in the members' best interest, as corroborated by representations on BPM's own website.

1206. Based on those representations, Burbank collected at least \$50,000 in trustee fees from Savant Addiction and Savant Holdings.

1207. In reality, Burbank has acted as a co-conspirator of Hurst. Hurst sought him out solely to transfer liability from Hurst to Burbank so that Burbank could distribute Hurst's shares based on fraudulent capitalization tables, which did not include Savant TAC or back dated options given to Belga. Hurst and Burbank arranged that Hurst would claim that the distributions were independent by the trustee and that Burbank would claim immunity as a trustee under Delaware law.

1208. Although Savant Holdings and Savant Addiction have conferred on Burbank the benefit of his trustee fees, Burbank has not followed the instructions of the majority-in-interest of Savant Holdings in their August 2021 e-mail.

1209. Instead, Burbank has

a. refused to communicate directly with the Savant Holdings members, instead deferring to conflicted counsel Olson;

b. deferred to Olson's sham investigations of members' complaints, notwithstanding Olson's conflicts of interest;

c. refused to release the companies' books and records, even though Hurst pledged to members they would be released after the audit was completed, as it has been; and

d. delayed transferring MindMed shares to members until after the MindMed 2022 annual general meeting, and

e. refused to issue proxies for the members to exercise their voting rights for that annual general meeting.

1210. Burbank has been unjustly enriched by the more than \$50,000 in trustee fees that he has accepted without performance.

1211. Freeman makes this claim derivatively on behalf of Savant Addiction Medicine and Savant HWP Holdings.

5. Hurst's and Forte's Unjust Enrichment at Savant Inc.

1212. Hurst is CEO of Savant Inc., a Delaware corporation and a management company for the drug development LLC, Savant Addiction.

1213. Since July 2019, there has been no drug development because Savant Addiction's only purported asset, a drug program relating to 18-MC, was sold, and Hurst has represented that Savant Inc. has not had any activity and that capitalization tables have not changed.

1214. Savant Inc. has never had a shareholders meeting of any kind. The shareholders have never elected a valid board of directors.

1215. In May 2022, a group of ex-employees met with Hurst, who told them for the first time that Hurst had unilaterally appointed a board of directors, including Forte, and that salaries and stock have been distributed to Hurst and directors.

1216. Hurst and Forte have been unjustly enriched by the amount of

1 those salaries and stock they distributed to themselves, at the expense of the
2 Savant Inc. shareholders and Savant Holdings members, since Savant Holdings
3 is a 52% owner..

4 1217. Freeman brings this claim derivatively on behalf of Savant Inc. and
5 Savant Holdings.

6 1218. Plaintiff and Savant entities are entitled to compensation for the
7 amount defendants have been unjustly enriched and is entitled to punitive
8 damages.

9 1219. If the shares representing the value of plaintiff's contribution have
10 been alienated, plaintiff is entitled to trace the proceeds and impose a construc-
11 tive trust on Hurst and any other transferee of the 55 million MindMed shares
12 distributed by Hurst or Savant Addiction.

13 1220. So long as Burbank serves as the trustee of Savant Addiction, Bur-
14 bank, too, must also be (1) directed to distribute to plaintiff the value by which
15 Hurst and Savant Addiction have been unjustly enriched and (2) enjoined from
16 transferring any such value to Hurst or any other person.

17 1221. Plaintiff has also been forced to retain counsel to pursue this action
18 and has incurred attorney's fees as a result of defendants' actions.

19 **FIFTEENTH CLAIM FOR RELIEF**
20 **PROMISSORY OR EQUITABLE ESTOPPEL**
21 **(SAVANT INC., AND SAVANT ADDICTION)**

22 1222. Plaintiff incorporates the foregoing allegations in this claim.

23 1223. Hurst, as CEO of Savant Inc. and managing member of Savant Ad-
24 diction, knew his true intent when he promised plaintiff that he would settle
25 plaintiff's loans for a distribution of 5 million MindMed Class A shares.

26 1224. Hurst intended that his promises would be acted upon. Indeed,
27 Hurst wanted to placate plaintiff so that plaintiff would not pursue a lawsuit or
28

1 other claim just as Hurst was consolidating power over MindMed. That is why
 2 Hurst continued to reinforce the promise for months after it was made.

3 1225. Plaintiff was ignorant of the true state of facts—that Hurst did not
 4 intend to honor the promise and intended to, for the first time, suggest that he
 5 could not proceed without shareholder approval and the drop in stock price
 6 more than a year after the promise would warrant a renegotiation.

7 1226. Plaintiff relied to his detriment on Hurst's words and conduct, al-
 8 lowing Hurst to exercise control over Savant Addiction with the promise that
 9 Hurst would ultimately distribute plaintiff's shares.

10 1227. As a sole, direct, and proximate result of the foregoing, plaintiff has
 11 been damaged in a sum in excess of \$15,000 and is entitled to general, special,
 12 and punitive damages.

13 1228. Plaintiff has also been forced to retain counsel to pursue this action
 14 and has incurred attorney's fees as a result of defendants' actions.

15 **SEVENTEENTH CLAIM FOR RELIEF**
 16 **FRAUDULENT MISREPRESENTATION**
 17 **(HURST, SAVANT INC., SAVANT ADDICTION, AND BURBANK)**

18 1229. Plaintiff incorporates the foregoing allegations in this claim.

19 1230. In addition to the foregoing specific acts of fraud, defendants made
 20 the following misrepresentations:

21 ***1. Hurst's Fraud in the Loan Accord to Maintain Control***
of Savant Addiction's Voting Bloc

22 1231. Hurst, as CEO of Savant Inc. and managing member of Savant Ad-
 23 diction, made false representations to Freeman, including specifically the offer
 24 in June through October 2019 to settle his claims for nonpayment of his loans
 25 for 5 million MindMed shares, as discussed in multiple e-mails (¶¶ 325-405).

26 1232. Freeman demanded payment of his loans, but Hurst knew that
 27 when he entered into the accord and satisfaction, Savant Addiction did not have
 28

1 cash assets to repay the loans.

2 1233. Instead, to avoid bankruptcy, Hurst fraudulently offered as a settle-
3 ment MindMed shares, which were locked up and could not be sold for two
4 years, but he intended to string Freeman along by not distributing the shares
5 during this lock-up period until Savant Addiction obtained funds by selling the
6 unlocked shares. After two years, once Savant Addiction had the funds to repay
7 the original loans, Hurst would then decide whether it was in his interest to dis-
8 tribute shares (if they were worth less than the face value of the original loans)
9 or to disclaim the accord and satisfaction and offer cash (if the shares were
10 worth more than the face value of the loans and nominal interest).

11 1234. Thus, in reality, Hurst intended only to expose Freeman to the
12 downside risk that the shares would become *less* valuable; or, if the shares be-
13 came more valuable, Freeman would have to agree to give Hurst something in
14 return: let Hurst vote the Savant bloc.

15 1235. Hurst also planned to unilaterally enter a two-year lockup agree-
16 ment and convert all 55 million shares from MindMed to multiple voting shares
17 rather than common shares to give him more control over the voting rights of
18 the shares and to avoid distribution of the shares (including the shares to sat-
19 isfy the accord) when they unlocked.

20 1236. In inducing Freeman to enter the settlement agreement for 5 mil-
21 lion MindMed shares, Hurst also misrepresented the value of MindMed shares
22 as \$0.10 USD, when in fact the MindMed shares were worth just \$0.10 CAD, or
23 \$0.058 USD.

24 1237. Freeman thus agreed to settle the \$450,000 in Savant Addiction
25 loans for 4,500,000 shares based on that \$0.10 USD represented value.

26 1238. Freeman accepted the 5 million shares because he and Hurst had
27
28

1 an agreement.¹⁵

2 1239. Alternatively, based on the MindMed's actual share price of \$0.10
3 CAD, Freeman would have been entitled to more than 7.75 million shares for
4 the \$450,000 in Savant Addiction loans.

5 1240. From July 2019 to June 2021, Hurst indicated that he would honor
6 the loan agreement. Freeman relied on these Hurst misrepresentations.

7 1241. Hurst made various excuses for why the distributions had to be
8 postponed, but he had no intention of actually making a distribution in Free-
9 man's name, because that would have jeopardized Hurst's voting bloc and its
10 concomitant control over Savant and MindMed.

11 1242. Hurst also falsely represented to Freeman that he could not ap-
12 prove the 5 million shares without membership approval, despite a long history
13 of other agreements Hurst entered into without that approval—including the
14 formation of MindMed itself—and despite the fact that Hurst and Freeman to-
15 gether constituted a majority in interest for purposes of any required approval.

16 1243. In any event, Hurst had the authority to put the settlement agree-
17 ment to a vote of the members at the time when the agreement was entered,
18 when Savant Addiction faced a choice between bankruptcy or the settlement
19 that Hurst and Freeman had reached.

20 1244. Hurst knew or believed that all of these representations were false,
21 or else had insufficient basis to make the representation.

22 1245. Hurst intended to induce Freeman to rely on the misrepresenta-
23 tions. That is why Hurst had no problem with Freeman paying Volk,
24 MindMed's counsel, \$20,000 to reconvert shares from MVS to common shares,
25 even though Hurst had no intention of distributing the 5 million shares to
26

27 ¹⁵ Hurst and Freeman agreed to setting the \$195,000 in Savant Inc. loans at a
28 discount, for an additional 500,000 shares instead of 1,950,000 shares.

1 Freeman.

2 1246. Freeman in fact relied, justifiably, on defendants' misrepresenta-
3 tions, to his detriment.

4 1247. Had Freeman known about Hurst's misrepresentations, Freeman
5 would not have waited for Hurst—and later Burbank—to distribute the shares.
6 And had Freeman known about the actual value of MindMed shares at the
7 time, Freeman could have demanded nearly 7.75 million MindMed shares for
8 settlement of the \$450,000 Savant Addiction loans—or if Savant Addiction had
9 actually paid the loans, Freeman could have purchased those shares himself at
10 that price.

11 1248. Since these shares haven't been distributed, the value has plum-
12 meted because of Hurst's fraud and misconduct at MindMed. The misrepresen-
13 tations also delayed Freeman's action so that Burbank was able to distribute
14 Hurst's shares based on fraudulent capitalization tables.

15 **2. *Burbank's and BPM's aiding and abetting Hurst's*** 16 ***Fraud in the Accord***

17 1249. Burbank has aided and abetted these fraudulent misrepresenta-
18 tions, including by refusing to honor the accord and satisfaction, and by ignor-
19 ing the instruction from the majority-in-interest of Savant Holdings to termi-
20 nate Dorsey & Whitney as counsel so that an appropriate, independent investi-
21 gation can be done and so that the current assets under management can be
22 protected from further fraud and misconduct.

23 1250. To conceal and legitimize Hurst's misconduct, including the fraudu-
24 lent misrepresentations described in paragraphs 406-488, Hurst caused Savant
25 Addiction and Savant Holdings to retain Burbank as a liquidating trustee.

26 1251. Hurst knew that he could not resist Freeman's pressure to distrib-
27 ute the shares that he had contractually agreed to release in October 2021, so
28 he used Burbank as a cover to reject Freeman's claim and parrot Hurst's claim

1 that the loan was invalid.

2 1252. Burbank aided and abetted Hurst's acts of mail and wire fraud, in-
3 cluding by fraudulently misrepresenting that he was acting as an independent
4 liquidating trustee, serving the companies' interests rather than Hurst's per-
5 sonal interests (§386-443).

6 1253. BPM likewise represented on its public website that it provides
7 transparency when its partners act as fiduciary trustees.

8 1254. Burbank's affirmative statements, along with his failure to correct
9 Hurst's misstatements—created the impression that Burbank would inde-
10 pendently investigate Freeman's claim to the \$5 million MindMed shares,
11 which Burbank had the authority to execute in Hurst's stead.

12 1255. In reality, Burbank was hired to provide cover to Hurst and Sa-
13 vant's counsel, Olson and Ng.

14 1256. Burbank fraudulently misrepresented that he did not have the au-
15 thority to investigate Hurst, Olson, or Ng and consequently deferred to Olson
16 and Ng—who were conflicted and not independent—in evaluating Freeman's
17 claim to the 5 million MindMed shares.

18 1257. Thus, Burbank's conclusion—that Freeman's settlement for the 5
19 million shares was invalid—was neither independent nor the result of an inves-
20 tigation, as had been promised, but was simply fulfilling Hurst's scheme.

21 1258. Freeman detrimentally relied on the misrepresentations by seeking
22 to present his claim to Burbank and work with him on securing distribution of
23 the promised 5 million MindMed shares. This delay allowed Hurst—now
24 through Burbank, Ng, and Olson—to maintain control over Savant Addiction's
25 55 million shares in MindMed as a bloc, which constituted a controlling interest
26 in MindMed.

27 1259. Had Freeman known that Burbank would not independently
28

investigate Hurst but instead would adopt wholesale Hurst's preferred conclusion to deprive Scott of the 5 million promised shares, Freeman would have taken action to protest Burbank's appointment and enforce the agreement earlier, before the price of MindMed shares fell yet further.

* * *

1260. As a sole, direct, and proximate result of the foregoing, plaintiff has been damaged in a sum in excess of \$15,000 and is entitled to punitive damages.

1261. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney's fees as a result of defendants' breach.

E. Accounting and Declaratory Relief

**SIXTEENTH CLAIM FOR RELIEF
ACCOUNTING (SAVANT ADDICTION,
SAVANT HOLDINGS, AND SAVANT INC.)**

1262. Plaintiff incorporates the foregoing allegations in this claim.

1263. Plaintiff seeks an accounting of all membership interests owed to plaintiff—whether as trustee of the Trust or as assignee of Belga—in Savant Holdings, Savant Inc., Savant Addiction, and MindMed, including MindMed shares held by Savant Addiction.

1264. Plaintiff has made a demand upon Savant Addiction and hereby makes a demand upon Savant Holdings and Savant Inc. to provide a full accounting of membership interests.

1265. Plaintiff seeks an order from this Court directing defendants to provide an accounting.

1266. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney's fees as a result of defendants' actions.

**SEVENTEENTH CLAIM FOR RELIEF
DECLARATORY JUDGMENT (ALL DEFENDANTS)**

1267. Plaintiff incorporates the foregoing allegations in this claim.

1268. An actual legal controversy exists between plaintiff and defendants, including as to

a. whether the operating agreements for Savant Addiction and Savant Holdings are valid or were fraudulently induced;

b. whether Savant Addiction and Savant Holdings are dissolved, such that all outstanding MindMed shares should be distributed to plaintiff according to his ownership interest and pursuant to the terms of the accord and satisfaction; and

c. whether the majority-in-interest of Savant Holdings and Savant Addiction have properly instructed Burbank to withdraw as trustee and Dorsey & Whitney to withdraw as counsel.

1269. Plaintiff and defendants have adverse legal positions with respect to their existing legal controversy, and plaintiff has a legally protectable interest as to whether he is entitled to relief under the contract or as a member of Savant Holdings and Savant Inc.

1270. The existing legal controversy between plaintiff and defendants is ripe for judicial determination.

1271. As a result of the parties' dispute, plaintiff seeks a declaratory judgment from this Court declaring that plaintiff is entitled to enforce his right to membership interests in MindMed and Savant Addiction to obtain damages.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment and an accounting against defendants, as follows:

1. A jury trial on all issues so triable;
2. An award of declaratory relief, injunctive and other equitable relief, general and special damages, treble damages, and exemplary or punitive damages; and
3. Such other and further relief as the Court determines to be appropriate under the circumstances.
4. As a further remedy, plaintiff reserves the right to amend the complaint to hold all defendants liable for a judgment, if any defendant lacks assets sufficient to satisfy the judgment.

Dated this 10th day of June, 2024.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ Abraham G. Smith

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Attorneys for Plaintiff

VERIFICATION

SCOTT FREEMAN, M.D., deposes and says,

1. I am the plaintiff in this action.

2. I know or believe to be true all allegations of which I have personal knowledge.

3. I believe to be true all allegations of which I do not have personal knowledge based on specified information, documents, or both.

4. I make this declaration under penalty of perjury.

Dated this 19th day of June, 2024.


SCOTT FREEMAN, M.D.

CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5, I certify that I served the foregoing “Third Amended Complaint” through the United States District Court’s CM/ECF system electronic mail to the following:

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Dated this 19th day of June, 2024.

/s/ Raquel Gomez
An Employee of Lewis Roca Rothgerber Christie LLP